

MINUTES OF MEETING  
JOINT WESTERN AREA COMMITTEE  
NOVEMBER 9-10-11-12-13, 1970

DEL WEBB'S TOWNE HOUSE  
SAN FRANCISCO, CALIFORNIA

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The Joint Western Area Committee convened at 10:00 A.M., Monday, November 9th, 1970 at Del Webb's Towne House in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of August 10-11-12-13-14, 1970, were approved as distributed.
2. Discussion of cases filed after the deadline date.
3. The November, 1970 Agenda was approved as revised.
4. It was moved, seconded, and carried, that the Committee for Local Operations would hear discharge and warning letter cases referred to them by the Main Committee, with the authority to act on these cases in the capacity of the Main Committee.
5. Correction of an error in the printing of the Over-The-Road Supplement. Pages 48 - 49 - 50.

Article 56, Section 7 (c) P-I-E, LASME - North-South Sleeper Agreement  
Mileage rates for equipment other than doubles:

4-1-70	- - - - -	13.4
7-1-71	- - - - -	14.4
7-1-72	- - - - -	15.15

For Doubles

4-1-70	- - - - -	14.15
7-1-71	- - - - -	15.15
7-1-72	- - - - -	15.9

Article 56, Section 7 (d) Consolidated Freightways Sleeper Agreement  
Mileage rate for equipment other than doubles:

4-1-70	- - - - -	13.725
7-1-71	- - - - -	14.725
7-1-72	- - - - -	15.475

For Doubles

4-1-70	- - - - -	14.475
7-1-71	- - - - -	15.475
7-1-72	- - - - -	16.225

6. Jim Easley was named to the JWAC replacing Ed Blackmarr.  
Cecil Sainsbury was named to the JWAC replacing Bob Chaney.

NOTE:

THE FEBRUARY, 1971 MEETING OF THE JWAC WILL BE HELD AT DEL  
WEBB'S TOWNE HOUSE MOTOR HOTEL - MARKET & 8TH - SAN FRANCISCO.

7. ADJOURNMENT.



MULTI-CONFERENCE CHANGE OF OPERATIONS



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.  
\* \* \* \* \*

Case #  
MC-CO-26-11/70

CONSOLIDATED FREIGHTWAYS

Multi-  
Conference

Locals involved: See Attached List

Change of  
Operations

Please refer to the following 15 pages regarding  
Multi-Conference Change of Operations  
Case #MC-CO-26-11/70.



Teamster Local 2  
P. O. Box 3174  
Butte, Mont. 59701  
CERTIFIED RRR 646816

Teamster Local 7  
P. O. Box 2004  
Kalamazoo, Mich. 49001  
CERTIFIED RRR 646817

Teamster Local 20  
435 S. Hawley Street  
Toledo, Ohio 43609  
CERTIFIED RRR 646818

Teamster Local 24  
727 Grant Street  
Akron, Ohio 44311  
CERTIFIED RRR 646819

Teamster Local 34  
150 Riverside Dr.  
Battle Creek, Mich. 49015  
CERTIFIED RRR 646820

Teamster Local 40  
P.O. Box 617  
Mansfield, Ohio 44901  
CERTIFIED RRR 646821

Teamster Local 41  
45 & Van Brunt Ext.  
Kansas City, Mo. 64130  
CERTIFIED RRR 646822

Teamster Local 45  
P.O. Box 2648  
Great Falls, Mont. 59401  
CERTIFIED RRR 646823

Teamster Local 56  
921 N. 8th Street  
Sheboygan, Wisc. 53081  
CERTIFIED RRR 646824

Teamster Local 57  
135 E. 6th Ave. Rm. 109  
Eugene, Ore. 97401  
CERTIFIED RRR 656825

Teamster Local 58  
1140 - 11th Ave.  
Longview, Wash. 98632  
CERTIFIED RRR 646826

Teamster Local 70  
70 Hegenberger Road  
Oakland, Ca. 94621  
CERTIFIED RRR 646828

Teamster Local 75  
1546 Main Street  
Green Bay, Wisc 54302  
CERTIFIED RRR 646829

Teamster Local 81  
1020 N.E. Third Ave.  
Portland, Ore. 97212  
CERTIFIED RRR 646830

Teamster Local 85  
459 Fulton St.  
San Francisco, Ca.  
CERTIFIED RRR 646831

Teamster Local 89  
3813 Taylor Blvd.  
Louisville, Ky.  
CERTIFIED RRR 646832

Teamster Local 100  
217 W. 12th St.  
Cincinnati, Oh. 45218  
CERTIFIED RRR 646833

Teamster Local 104  
112 N. 5th Ave.  
Phoenix, Ariz. 85003  
CERTIFIED RRR 646834

Teamster Local 116  
P.O. Box 2785  
Fargo, North Dakota  
CERTIFIED RRR 646835

Teamster Local 135  
1233 Shelby St.  
Indianapolis, Ind.  
CERTIFIED RRR 646836

Teamster Local 147  
821 Des Moines St.  
Des Moines, Iowa  
CERTIFIED, RRR 646837

Teamster Local 148  
27 North Chelan  
Wenatchee, Wn. 98801  
CERTIFIED RRR 646838

Teamster Local 150  
2525 Stockton Blvd  
Sacramento, Ca. 95817  
CERTIFIED RRR 646839

Teamster Local 180  
1616 W. Ninth St.  
Los Angeles, Ca.  
CERTIFIED RRR 646840

Teamster Local 190  
437 Kuhlman Drive  
Billings, Mont. 59101  
CERTIFIED RRR 646841

Teamster Local 200  
P.O. Box 2073  
Milwaukee, Wisc.  
CERTIFIED RRR 646842

Teamster Local 208  
1616 W. 9th St.  
Los Angeles, Calif.  
CERTIFIED RRR 646843

Teamster Local 222  
443 S. 6th St. E.  
Salt Lake City, Ut.  
CERTIFIED RRR 646844

Teamster Local 224  
1616 W. Ninth St.  
Los Angeles, Ca.  
CERTIFIED RRR 646845

Teamster Local 231  
306 Flora St.  
Bellingham, Wn.  
CERTIFIED RRR 646846

Teamster Local 235  
140 So. Marks Way  
Orange, Ca. 92668  
CERTIFIED RRR 646847

Teamster Local 238  
5110 J St., S.W.  
Cedar Rapids, Ia.  
CERTIFIED RRR 646848

Teamster Local 245  
1850 E. Division  
Springfield, Mo.  
CERTIFIED RRR 646849

Teamster Local 287  
1452 N. 4th St.  
San Jose, Ca.  
CERTIFIED RRR 646850

Teamster Local 299  
2741 Trumbull Ave.  
Detroit, Mich.  
CERTIFIED RRR 646851

Teamster Local 301  
1725 Belvedere St.  
Waukegan, Ill  
CERTIFIED RRR 646852

Teamster Local 307  
235 N. Wolcott St.  
Casper, Wyoming  
CERTIFIED RRR 646853

Teamster Local 310  
20 West Flores  
Tucson, Ariz.  
CERTIFIED RRR 646854

Teamster Local 313  
220 S. 27th St.  
Tacoma, Wn.  
CERTIFIED RRR 646855



Teamster Local 324 3814 Commercial, S.E. Salem, Oregon 97302 CERTIFIED RRR 646856	Teamster Local 467 4692 Sierra Way San Bernardino, Ca. CERTIFIED RRR 646869	Teamster Local 580 1202 S. Washington Ave. Lansing, Mich. 48910 CERTIFIED RRR 646882
Teamster Local 325 5533 11th Street Rockford, Ill. 61109 CERTIFIED RRR 646857	Teamster Local 468 40 Hegenberger Rd. Oakland, Ca. 94621 CERTIFIED RRR 646870	Teamster Local 600 300 S. Grand Blvd. St. Louis, Mo. 63103 CERTIFIED RRR 646883
Teamster Local 332 116 E. Pasadena Ave. Flint, Michigan 48505 CERTIFIED RRR 646858	Teamster Local 483 108 N. 16th Street Boise, Idaho 83706 CERTIFIED RRR 646871	Teamster Local 627 400 N. State St. Peoria, Ill 61605 CERTIFIED, RRR 646884
Teamster Local 364 2405 E. Edison Road South Bend, Indiana CERTIFIED RRR 646859	Teamster Local 486 1245 E. Genesee Ave. Saginaw, Mich. 48607 CERTIFIED RRR 646872	Teamster Local 631 P.O. Box 1870 Las Vegas, Nevada CERTIFIED RRR 646885
Teamster Local 371 2116 5th Avenue Rock Island, Ill. CERTIFIED 646860	Teamster Local 492 108-1/2 Yale Blvd. Albuquerque, N.M. CERTIFIED RRR 646873	Teamster Local 670 P.O. Box 533 Ontario, Oregon CERTIFIED RRR 646886
Teamster Local 413 555 E. Rich Street Columbus, Ohio 43215 CERTIFIED RRR 646861	Teamster Local 524 16 N. Third Avenue Yakima, Wash. 98902 CERTIFIED RRR 646874	Teamster Local 689 P.O. Box 356 Coos Bay, Oregon CERTIFIED RRR 646887
Teamster Local 414 2644 Cass St. Fort Wayne, Ind. CERTIFIED RRR 646862	Teamster Local 533 1550 Glendale Ave. Sparks, Nevada 89431 CERTIFIED RRR 646875	Teamster Local 690 105 West Third Ave. Spokane, Wash. 99204 CERTIFIED RRR 646888
Teamster Local 423 325 E. Galena Blvd. Aurora, Ill. 60505 CERTIFIED RRR 646863	Teamster Local 542 P.O. Box 23217 San Diego, Calif. CERTIFIED RRR 646876	Teamster Local 710 4217 S. Halsted St. Chicago, Illinois CERTIFIED RRR 646889
Teamster Local 431 1059 T Street Fresno, Ca. 93721 CERTIFIED RRR 646864	Teamster Local 544 706 1st Ave., N. Minneapolis, Minn CERTIFIED RRR 646877	Teamster Local 741 552 Denny Way Seattle, Washington CERTIFIED RRR 646890
Teamster Local 439 P.O. Box 1611 Stockton, Ca. CERTIFIED RRR 646865	Teamster Local 551 P.O. Box 286 Lewiston, Idaho CERTIFIED RRR 646878	Teamster Local 779 2030 Liberty Road Lexington, Ky. CERTIFIED RRR 646891
Teamster Local 446 P. O. Box 1123 Wausau, Wisc. 54401 CERTIFIED RRR 646866	Teamster Local 554 P.O. Box 746 Omaha, Nebraska CERTIFIED RRR 646879	Teamster Local 795 4921 Cessna Street Wichita, Kansas CERTIFIED RRR 646892
Teamster Local 448 P.O. Box 448 Missoula, Mont. 59801 CERTIFIED RRR 646867	Teamster Local 556 P.O. Box 1009 Walla Walla, Wn. CERTIFIED RRR 646880	Teamster Local 823 P.O. Box 1299 Joplin, Missouri CERTIFIED RRR 646893
Teamster Local 460 112 N. 9th St. St. Joseph, Mo. CERTIFIED RRR 646868	Teamster Local 563 527 N. Appleton St. Appleton, Wisc. CERTIFIED RRR 646881	Teamster Local 839 P.O. Box 172 Pasco, Washington CERTIFIED RRR 99301



Teamster Local 883  
207 3rd Street  
Hood River, Oregon 97031  
CERTIFIED RRR 646895

Multi-Conference #MC-CO-26-11/70

Teamster Local 911  
P.O. Box 1779  
Klamath Falls, Ore. 97601  
CERTIFIED RRR 646896

Teamster Local 916  
2701 N. 31st Street  
Springfield, Ill.  
CERTIFIED RRR 646897

Teamster Local 957  
1440 Milburn Ave.  
N. Dayton, Ohio  
CERTIFIED RRR 646898

Teamster Local 961  
3245 Eliot Street  
Denver, Colorado  
CERTIFIED RRR 646899

Teamster Local 962  
P.O. Box 189  
Medford Oregon 97501  
CERTIFIED RRR 646900

Teamster Local 983  
P.O. Box 1085  
Pocatello, Idaho 83201  
CERTIFIED RRR 646901



CHANGE OF OPERATION

On July 31, 1970 Consolidated Freightways filed a change of operation with the Multi-Conference Change of Operation Committee requesting conversion of a portion of its sleeper operation to relay. This case was assigned number MC-CO-15-8/70 and was heard on August 11, 1970 at which time the following decision was reached:

Mr. Chairman, I move that the operational change filed by Consolidated Freightways, Inc. in Multi-Conference Case No. MC-CO-15-8/70 be approved as modified and clarified on the record, with the following provisos:

1. In view of the massive nature of this change of operations, the number of previous operational changes made by the Company and the various seniority applications made in such changes, and the old so-called Four State System Seniority which previously affected a few of the numerous terminals now involved, under the authority granted by Article 5, Section 7, of the 1970 National Master Freight Agreement, it is the determination of this Committee that the following seniority applications shall control:

- (a) As among those drivers on seniority lists (active and laid off) at present terminals, their seniority dates presently utilized for layoff purposes shall be the basis for determining which drivers stay, are displaced, or elect to relocate. Drivers presently on layoff whose contractual three (3) year layoff period expires between August 10, 1970 and the effective date of this change shall have their layoff periods extended as hereinafter provided.
- (b) Those drivers who are displaced or elect to relocate shall be placed on a master list on the basis of their full company dry freight line seniority dates, and they shall utilize their positions on that list for bidding on all of the new or additional jobs.
- (c) After the bidding has been completed and the drivers are relocated, all of the terminal seniority lists shall be reconstructed, dove-tailed on the basis of the drivers' respective full company dry freight line seniority dates, and thereafter the respective positions on such dovetailed lists shall apply for both layoff and bidding purposes.
- (d) If a driver has in the past previously relocated at his own request his present seniority date for layoff purposes, rather than his full company dry freight line seniority date, shall determine his rights under subparagraphs (b) and (c) above.
- (e) The old so-called Four State System Seniority application shall not be recognized in the future.
- (f) Drivers on the master list who are not employed shall be deemed to be on layoff from their present terminals for a period of three (3) years from the effective date of this change, and shall be offered first available jobs ahead of new hires (one offer per man being sufficient to satisfy this requirement) and such driver's seniority date for layoff and bidding at his new terminal shall be his date on said master list.
- (g) A driver who is required to relocate under this change shall not have the right to return to his previous terminal under the thirty (30) day rule; however, such driver may return within 120 days ahead of new hires and junior men on layoff.
- (h) The drivers on the Seattle-Alaska seniority list shall not be affected by this change and shall not have any rights under this change.

2. That portion of the Company's application regarding picking and dropping en route shall be resolved on a single conference basis.

3. Local dispatch procedures shall be worked out between the Company and the Local Unions involved.



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4. This decision shall not be implemented until the other phases of the Company's proposed change from sleeper operations to single-man relay operations have been filed and approved by an appropriate Change of Operations Committee, and this Committee retains jurisdiction of this case to make such modifications as may be necessary to properly coordinate with those other changes.

In accordance with this decision, Consolidated Freightways herein submits its complete proposed change. This document also includes the previous operational change, as well as all necessary revisions to this previous change as permitted in Item 4 of the above decision.

The primary purpose of this change is to convert our sleeper operation to a relay operation. The only remaining sleeper operation will be Akron/Canton-based sleepers running to the New England states. This operation will remain in effect.

The following is a listing of driver domiciles, the points to which they will run and their method of operation:

<u>DRIVER DOMICILE</u>	<u>RUN-TO POINTS &amp; METHOD OF OPERATION</u>
Akron/Canton, Ohio	Drivers will run to and from Indianapolis, Ind. and may be dispatched via Mansfield, Ohio; Dayton, Ohio; Toledo, Ohio; and/or Ft. Wayne, Ind. Drivers will run to and from Aurora and Chicago or via either point.
Indianapolis, Ind.	Drivers will run to and from Cameron, Mo. and may be dispatched via Springfield, Ill.
Chicago, Illinois	Drivers may run to and from Atlantic, Iowa or Cameron, Mo. On returning from Atlantic drivers may be dispatched via Waukegan, Ill.; Rockford, Ill.; Aurora, Ill.; Rock Island, Ill.; Peoria, Ill.; Cedar Rapids, Iowa; and Des Moines, Iowa. If Aurora, Ill. is out of drivers, Chicago drivers may be dispatched to Atlantic via these points. On returning from Cameron drivers may be dispatched via Aurora; Rock Island; Peoria and Springfield. If Aurora is out of drivers, Chicago drivers may be dispatched to Cameron via these points. Drivers will run to and from Akron/Canton.
Aurora, Illinois	Drivers will run to and from Atlantic, Iowa; Cameron, Mo.; and Kansas City, Mo. Drivers running to and from Atlantic may be dispatched via Waukegan, Ill.; Rockford, Ill.; Rock Island, Ill.; Peoria, Ill.; Cedar Rapids, Iowa and Des Moines, Iowa. On returning from Atlantic, drivers may be dispatched via Chicago. Drivers running to and from Cameron may be dispatched via Rock Island; Peoria, and Springfield. On returning from Cameron, drivers may be dispatched via Chicago. Drivers will run to and from Akron/Canton.
Cincinnati, Ohio	Drivers will run to and from Aurora and Chicago or via either point.
Milwaukee, Wisconsin	Drivers will run to and from Aurora and Chicago or via either point.
Green Bay, Wisconsin	Drivers will run to and from Aurora and Chicago via either point.
Menasha, Wisconsin	Drivers will run to and from Aurora and Chicago or via either point.



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Sheboygan, Wisconsin	Drivers will run to and from Aurora and Chicago or via either point.
Lexington, Kentucky	Drivers will run to and from Aurora and Chicago or via either point.
Cameron, Missouri	Drivers will run to and from Wheeler, Kansas.
Kansas City, Missouri	Drivers will run to and from North Platte, Nebraska, and Wheeler, Kansas. On runs between North Platte and Kansas City, drivers may be dispatched via Cameron, Mo.; St. Joseph, Mo.; Topeka, Kansas and other Kansas points.
Wichita, Kansas	Drivers will run to and from North Platte, Nebraska and Wheeler, Kansas and may go via other Kansas points.
North Platte, Nebraska	Drivers will run to and from Rawlins, Wyo. and may be dispatched via Cheyenne, Wyo. Drivers will also run to and from Atlantic, Iowa; Cameron, Mo.; and Casper, Wyo. On loads over and above six (6) per dispatch day between North Platte and Casper, the Company may run them on a meet and turn basis with Casper-based drivers meeting North Platte-based drivers at Scotts Bluff, Neb. If North Platte is out of power, Casper-based drivers may be dispatched to North Platte.
Wheeler, Kansas	Drivers will run turnaround to and from Denver, Colorado.
Denver, Colorado	Drivers will run to and from Rock Springs, Wyo. and Casper, Wyo. Drivers may be run on a meet and turn basis with Albuquerque-based drivers meeting Denver-based drivers at Raton, New Mexico.
Rock Springs, Wyoming	Drivers will run turnarounds to and from Salt Lake City, Utah.
Casper, Wyoming	Drivers will run to and from Billings, Mont. and may be dispatched via Wyoming points. On loads over and above six (6) per dispatch day moving between Casper and North Platte or Casper and Billings, Mont. the Company may run them on a meet and turn basis with Casper-based drivers meeting Billings-based drivers at Ranchester, Wyo. and/or Casper-based drivers meeting North Platte-based drivers at Scotts Bluff, Neb. If North Platte is out of power, Casper-based drivers may be dispatched to North Platte. If Casper is out of power, Billings-based drivers may be dispatched to Casper.
Billings, Montana	Drivers will run to and from Bismark, North Dakota. Drivers will run turnarounds to and from Great Falls and Butte, Montana. Drivers may be dispatched on the following division runs: Billings to Great Falls to Butte - Billings to Butte to Great Falls - Great Falls to Butte to Billings - Butte to Great Falls to Billings. On loads over and above six (6) per dispatch day moving between Billings and Casper, the Company may run them on a meet and turn basis with Billings-based drivers meeting Casper-based drivers at Ranchester, Wyo. If Casper is out of power, Billings-based drivers may be dispatched to Casper.



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## Butte, Montana

Drivers will run turnarounds to and from Great Falls, Montana and may go via Missoula, Mont. In the event there are no Butte-based drivers available, Billings or Great Falls-based drivers may be used. On loads over and above four (4) per dispatch day moving between Salt Lake City and Butte, the Company may run them on a meet and turn basis with Salt Lake City-based drivers meeting Butte-based drivers at Idaho Falls, Idaho. If Salt Lake City is out of power, Butte-based drivers may be dispatched to Salt Lake City.

## Minneapolis, Minnesota

Drivers will run to and from Bismarck, North Dakota and may go via Fargo, North Dakota.

## Great Falls, Montana

Drivers may run turnarounds to Butte, Mont. direct or via Missoula, Mont. in the event Butte-based drivers aren't available.

## Spokane, Washington

Drivers will run to and from Butte, Mont., Great Falls, Mont., Portland, Ore. and Seattle, Wn. Drivers running to and from Butte may be dispatched via Missoula, Mont. Drivers running to and from Seattle may be dispatched via Moses Lake, Wn.; Wenatchee, Wn.; Walla Walla, Wn.; Kennewick, Wn.; Yakima, Wn. and Tacoma, Wn. Drivers may be dispatched to Moses Lake, Wn. (turn); Wenatchee (turn); Walla Walla (turn); Kennewick (turn); Lewiston, Idaho (turn); and Tacoma. On loads over and above two (2) per dispatch day moving between Spokane and Seattle, the Company may run them on a meet and turn basis with Spokane-based drivers meeting Seattle-based drivers at George, Washington or at any of the above-listed Washington points except Walla Walla. If Spokane is out of power, Seattle-based drivers may be dispatched to Spokane. The present Portland-Spokane operation will be expanded to permit drivers to run between Portland and Spokane via Tacoma and Seattle.

## Salt Lake City, Utah

Drivers will run to and from Winnemucca, Nev.; Rawlins, Wyo.; Butte, Montana; Huntington, Ore.; and Mesquite, Nevada. Drivers running to and from Huntington and Butte may be dispatched via Idaho points. On loads over and above four (4) per dispatch day moving between Salt Lake City and Butte, the Company may run them on a meet and turn basis with Salt Lake City-based drivers meeting Butte-based drivers at Idaho Falls, Idaho. If Salt Lake City is out of power, Butte-based drivers may be dispatched to Salt Lake City. Drivers may run a Huntington-Kennewick turn.

## Reno, Nevada

Drivers will run to and from Boise, Idaho. Drivers may be dispatched on a turn to Winnemucca, Nevada.

## Los Angeles, California

Drivers will run to and from Mesquite, Nev. Sacramento, Ca.; Ashfork, Ariz.; Hayward, Ca.; and Phoenix, Ariz. Drivers may be dispatched on a Desert Center turnaround.



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## Albuquerque, New Mex

Drivers will run to and from Denver, Colo. On loads over and above one (1) per dispatch day, five days per week, the Company may run them on a meet and turn basis with Albuquerque-based drivers meeting Denver-based drivers at Raton, New Mexico.

## Seattle, Washington

Drivers will run to and from Huntington, Ore. and may be dispatched via Tacoma, Wn.; Longview, Wn.; Yakima, Wn.; Wenatchee, Wn.; Kennewick, Wn.; Portland, Oregon; and other Washington and Oregon points. Drivers in Huntington may be dispatched to Portland and may go via Kennewick. Drivers may be dispatched on a Huntington-Kennewick turn. Drivers may be dispatched between Huntington and Spokane or may be dispatched from Huntington to Spokane to Seattle. Drivers will run to and from Medford, Oregon and/or Klamath Falls, Oregon and may go via Tacoma, Longview, Portland, Eugene, Roseburg and Salem. On loads over and above two (2) per dispatch day moving between Seattle and Spokane, the Company may run them on a meet and turn basis with Seattle-based drivers meeting Spokane-based drivers at George, Washington or at the points of Wenatchee, Wn.; Moses Lake, Wn.; Kennewick, Wn.; or Yakima, Wn. Seattle-based drivers may be dispatched to Spokane if Spokane is out of power.

## Portland, Oregon

Drivers will run to and from Huntington, Ore. and may be dispatched via Salem, Ore.; Longview, Wn.; Kennewick, Wn.; Yakima, Wn.; and other Washington and Oregon points. Drivers in Huntington may be dispatched to Spokane or Seattle. When dispatched to Seattle, they may go via Kennewick, Yakima and/or Tacoma. Drivers may be dispatched between Huntington and Spokane or may be dispatched from Huntington to Spokane, to Portland. Drivers may be dispatched on a Huntington-Kennewick turn. Drivers will run to and from Medford, Ore. and/or Klamath Falls, Ore. and may go via other Oregon points. The present Portland-Spokane operation will be expanded, permitting drivers to run between Portland and Spokane via Tacoma and Seattle.

## Hayward, California

Drivers will run to and from Winnemucca, Nev. and may be dispatched via San Jose, Ca.; Manteca (Stockton), Ca.; Sacramento, Ca. and/or Reno, Nevada. Drivers will run turnarounds between Hayward and Reno and between Hayward and Redding, Ca. On the Reno and Redding turns, the driver may be dispatched via Manteca, Sacramento and San Jose. The Hayward-Redding turn will be dispatched to meet a Medford, Ore.-Redding turn or a Klamath Falls, Ore.-Redding turn. In the event the Medford or Klamath Falls-based driver breaks down the turn may then be converted to a Hayward-Medford or a Hayward-Klamath Falls division run or a turn made at the point of breakdown provided said point is not north of Lakehead, California.

## Medford, Oregon

Drivers will run turnarounds to Redding, Ca. These turns will meet other turns coming from Sacramento, Ca. or Hayward, Ca. In the event the Hayward or Sacramento-based driver breaks down the turn may then be converted to a



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Medford-Hayward or Medford-Sacramento division or a turn made at the point of breakdown provided said point is not south of Corning, California.

Klamath Falls, Oregon	Drivers will run turnarounds to Redding, Ca. These turns will meet other turns coming from Sacramento, Ca. or Hayward, Ca. In the event the Hayward or Sacramento-based driver breaks down, the turn may then be converted to a Klamath Falls-Hayward or a Klamath Falls-Sacramento division or a turn made at the point of breakdown provided said point is not south of Corning, California.
Sacramento, California	Drivers will run turnarounds to Redding, Ca. These turns will meet other turns coming from Medford, Ore. or Klamath Falls, Ore. In the event the Medford or Klamath Falls-based driver breaks down, the turn may then be converted to a Sacramento-Klamath Falls or a Sacramento-Medford division or a turn made at the point of breakdown provided said point is not north of Weed, California
Kennewick, Washington	Drivers may make a turnaround to and from Huntington, Oregon.

As a result of the establishment of these relays, certain runs presently in existence will have to be changed, modified or eliminated. These are as follows:

#### Boise-Salt Lake City Operation

Presently we have two runs per day between Salt Lake City and Boise. One run originates in Boise with a Boise-domiciled driver and one run originates in Salt Lake City with a Salt Lake City domiciled driver. We propose to eliminate this operation and handle the freight between Boise and Salt Lake City with Salt Lake City-based drivers.

#### Portland-Boise Operation

Presently we are running two schedules per day between Portland and Boise with the drivers domiciled in Portland. We propose to cancel one of these schedules.

#### Portland-Lewiston Operation

Presently we are running a schedule between Portland and Lewiston, Idaho via Walla Walla, Washington. We propose to cancel this schedule and move it via a Portland-Kennewick turn with a Portland-based driver or on other existing operations.

#### Seattle-Spokane Operation

Presently we are running two schedules per day between Seattle and Spokane with the drivers living in Seattle. We propose to cancel one of these schedules.

#### Spokane-Lewiston Operation

Presently, transcontinental freight to and from Lewiston, Idaho is routed, basically, over Spokane. As a result, A Spokane-based driver runs to Lewiston approximately every other day. Under this change, the Lewiston freight will be routed primarily over Kennewick, Washington. Therefore, work opportunity for one man will be reduced at Spokane. This reduction is shown in the Spokane-based driver dispersement attached hereto.

#### Portland-Seattle Operation

Presently we have two Portland-based bid drivers running Seattle turns and one Seattle-based bid driver running a Portland turn. The Company proposes to cancel these bid runs and move the traffic on other operations.



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Medford-Sacramento Operation

Presently there are two schedules per day between Medford and Sacramento running in each direction. Two drivers are based at Medford and two drivers are based at Sacramento. The Company proposes to discontinue this operation and move the traffic on a turnaround basis as outlined in this change.

Medford-Hayward Operation

Presently there are four schedules per day between Medford and Hayward running in each direction. Two drivers are based in Medford and six drivers are based in Hayward. The Company proposes to discontinue this operation and move the traffic on a turnaround basis as outlined in this change.

Klamath Falls-Sacramento Operation

Presently there is one schedule per day between Klamath Falls and Sacramento running in each direction. One driver is based in Klamath Falls and one driver is based in Sacramento. The Company proposes to discontinue this operation and move the traffic on a turnaround basis as outlined in this change.

Klamath Falls-Hayward Operation

Presently there are three schedules per day between Klamath Falls and Hayward running in each direction. Four drivers are based in Klamath Falls and two drivers are based in Hayward. The Company proposes to discontinue this operation and move the traffic on a turnaround basis as outlined in this change.

Salt Lake City-Rock Springs, Wyoming Operation

Presently there is one schedule per day moving between Salt Lake City and Rock Springs on a turnaround basis with the driver domiciled in Salt Lake City. The Company proposes to operate this turn with the driver based in Rock Springs.

Kansas City-Wichita Operation

Presently the Company operates a turn between Kansas City and Wichita with the driver based in Kansas City. The Company proposes to discontinue this operation and move the traffic on other existing operations.

Kansas City-Indianapolis Operation

Presently the Company has one Kansas City-based driver running to Indianapolis. The Company proposes that this run be discontinued and the freight moved with Indianapolis-based men.

Great Falls-Butte Operation

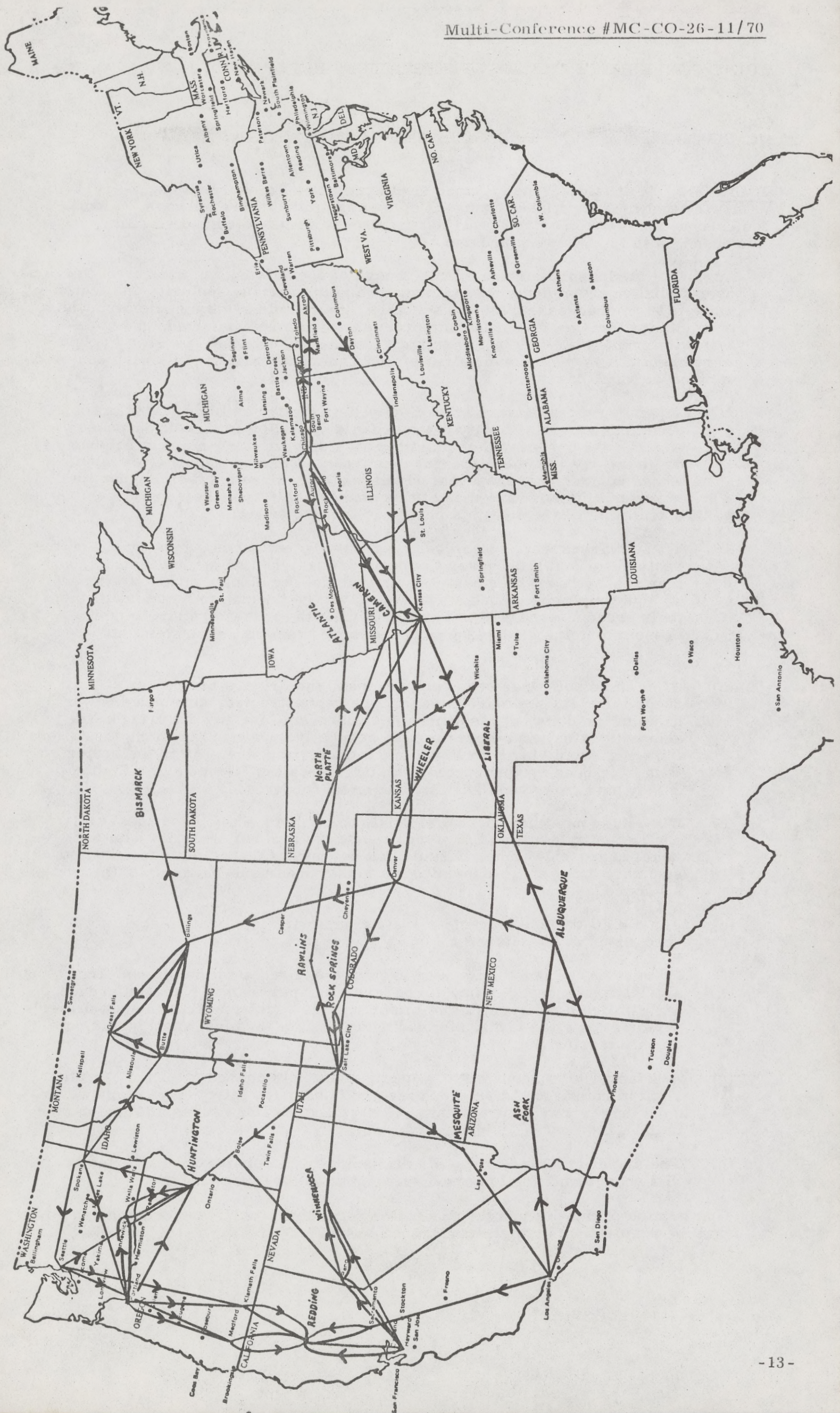
Presently a Great Falls-based driver runs turnarounds to Butte. This operation will be cancelled and the freight will be handled as outlined in the Change of Operation.



DRIVER DISPERSEMENT

<u>DOMICILE</u>	<u>DRIVERS ON SENIORITY LIST</u>	<u>DRIVERS DISPLACED</u>	<u>DRIVERS ADDED</u>	<u>DRIVER COUNT AFTER CHANGE</u>
Akron/Canton	471	44	0	427
Albuquerque	56	0	14	70
Aurora	34	0	12	46
Billings	2	0	39	41
Boise	2	2	0	0
Butte	0	0	2	2
Cameron	0	0	9	9
Casper	2	0	32	34
Chicago	311	219	0	92
Denver	11	0	19	30
Indianapolis	46	0	18	64
Kansas City	243	139	0	104
Klamath Falls	6	4	0	2
Los Angeles	138	72	0	66
Medford	11	0	3	14
Minneapolis	96	65	0	31
North Platte	0	0	153	153
Portland	194	123	0	71
Reno	4	0	2	6
Sacramento	4	0	3	7
Salt Lake City	21	0	162	183
Seattle	29	0	23	52
SFO	133	78	0	55
Spokane	14	0	44	58
Wheeler	0	0	20	20
Wichita	25	13	0	12
	<u>1,853</u>	<u>759</u>	<u>555</u>	<u>1,649</u>







MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.  
\* \* \* \* \*

Case #  
MC-CO-26-11/70

CONSOLIDATED FREIGHTWAYS

DECISION: (Multi-Conference Change of Operations - Transcript Pgs. 53-161)  
M/m/s/c that the operational change filed by Consolidated Freightways, in Multi-Conference Case No. MC-CO-26-11/70 be approved as modified and clarified on the record, with the following provisos:

1. In view of the massive nature of this change of operations, the number of previous operational changes made by the Company and the various seniority applications made in such changes and the old so-called "four-state system seniority" which previously affected a few of the numerous terminals now involved, under the authority granted by Article 5, Section 7, of the 1970 National Master Freight Agreement, it is the determination of this committee that the following seniority application shall control:
  - (a) As among those drivers on seniority lists (active and laid off) at present terminals, their seniority dates presently utilized for layoff purposes shall be the basis for determining which drivers stay, elect to relocate or go on layoff at their present terminals. Drivers presently on layoff whose contractual three-year layoff period expires between August 10th, 1970, and the effective date of this change shall have their layoff periods extended until the date this change is put into effect.
  - (b) Those drivers who elect to relocate shall be placed on a master list on the basis of their full unbroken Company dry freight line seniority dates, and they shall utilize their positions on that list for bidding on all of the new or additional jobs. Such drivers shall not be deemed to be on layoff from their present terminals and shall not have the right to return to their present terminals ahead of drivers above them on the master list.
  - (c) After the bidding has been completed and the drivers are relocated, all of the terminal seniority lists shall be reconstructed, dovetailed on the basis of the drivers' respective full unbroken Company dry freight line seniority dates, and thereafter the respective positions on such dovetailed lists shall apply for both layoff and bidding purposes. After the seniority lists have been reconstructed, existing so-called "Grandfather Rights" on any particular runs shall no longer be recognized.
  - (d) If a driver has in the past previously relocated at his own request, this shall constitute a break in seniority and his present seniority date for layoff purposes, rather than his full unbroken Company dry freight line seniority date, shall determine his rights under sub-paragraphs (b) and (c) above.
  - (e) The old so-called "four-state system seniority" application shall not be recognized in the future.
  - (f) Drivers on the master list who are not employed shall be offered first available jobs ahead of new hires (one offer per man in each conference area involved being sufficient to satisfy this requirement) and such driver's seniority date for layoff and bidding at his new terminal shall be his date on said master list.
  - (g) A driver who is required to relocate under this change shall not have the right to return to his previous terminal under the thirty-day rule; however, such driver may return within 120 days ahead of new hires and junior men on layoff.
  - (h) The drivers on the Seattle-Alaska seniority list shall not be affected by this change and shall not have any rights under this change.
2. That portion of the Company's application regarding picking and dropping en route shall be resolved on a single-conference basis.

(Continued on Page #15)



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.  
\* \* \* \* \*

Case #  
MC-CO-26-11/70 CONSOLIDATED FREIGHTWAYS (Continued)

3. Local dispatch procedures shall be worked out between the Company and the Local Unions involved.
4. This decision shall supersede in all respects the decision rendered August 11th, 1970 in the Consolidated Freightways Multi-Conference Change of Operations Case No. MC-CO-15-8/70.
5. This change shall not be placed into effect sooner than January 15th, 1971.

NOTE: This is the final decision in both Multi-Conference Cases #MC-CO-15-8/70 and #MC-CO-26-11/70.

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MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

\* \* \* \* \*

Case # RINGSBY SYSTEM  
MC-CO-23-11/70

Multi-Conference	Locals involved:	41, Kansas City, Missouri 150, Sacramento, California 222, Salt Lake City, Utah 224, Los Angeles, California 307, Casper, Wyoming 468, Oakland, California 492, Albuquerque, New Mexico 533, Sparks, Nevada 534, Sedalia, Missouri 961, Denver, Colorado
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Change of Operations

PRESENT OPERATION:

The Ringsby System's present East-West Operation is a Sleeper operation with sleepers based in Denver, Colorado. At this point, we have two sleeper boards; one, that operates East of Denver; the other board operates Denver to the West Coast. The present Denver West board brings freight from all points in the West, into Denver. The East Sleeper board then runs from Denver to Kansas City, St. Louis, and Chicago, and returns to Denver. The East board is presently comprised of two bid boards:

- (1) Teams are bid Denver to Chicago only; they cannot run St. Louis or Kansas City.
- (2) The Kansas City-St. Louis board runs Denver to Kansas City and/or St. Louis, and cannot run Chicago.

In addition to the West Sleeper board, we have one division run daily between Los Angeles, California, and Salt Lake City, Utah, with drivers based in both cities, who run to Las Vegas, Nevada, lay and return home.

One three-legged division between Salt Lake City, Utah, and Oakland, California which operates as follows:

"Salt Lake City-based driver (Member Local 222) running to Elko, Nevada, where he lays over and returns home".

"Elko-based driver (Member Local 533) runs Elko to Reno on a turn-around".

"Oakland-based driver (Member Local 468) Reno to Oakland, with layover in Reno".

Any division run between Los Angeles and Reno, Nevada manned by Los Angeles drivers.

PROPOSED CHANGE OF OPERATIONS:

Our primary operation, as set forth, is a Sleeper operation. It is the Company's intention to convert the present East-West operation to a single man relay operation. The following is a list of proposed driver domiciles, and points to which they will run, and the proposed method of operation:

DRIVER DOMICILE

RUN-TO POINTS & METHOD OF OPERATION

Los Angeles, California

Ash Fork, Arizona - lay and return;  
Las Vegas, Nevada - lay and return;  
Reno, Nevada - lay and return.

Oakland, California

Abolish the present three (3) legged division between Oakland and Salt Lake City.

Salt Lake City, Utah

Run Winnemucca, Nevada, lay and return;  
Las Vegas, Nevada, lay and return;  
Vernal via Grand Junction, Colorado, lay and return;  
Vernal, Utah on a turnaround, or pickup load, go to Rock Springs, lay and return to Salt Lake City.

JWAC Minutes  
November 9-10-11-12-13  
1970

(Continued)

Case # MC-CO-23-11/70



MULTI -CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

\* \* \* \* \*

Case #  
MC-CO-23-11/70

(Continued)

DRIVER DOMICILE

RUN-TO POINTS & METHOD OF OPERATION

Winnemucca, Nevada

Drivers based at this point will pull the second leg of the Salt Lake-Oakland division; May be dispatched to Oakland via Reno and/or Sacramento, lay and return; run Reno on a turnaround basis; deliver local freight previously handled by the Elko-Reno division driver; run Sacramento lay and return; when necessary on overflow freight

Albuquerque, New Mexico

Drivers will run to Ash Fork, Arizona, lay and return; Liberal, Kansas, lay and return.

Rock Springs, Wyoming

Drivers based at this point will run to either Salt Lake City or Laramie, Wyoming on a turnaround; Schedules depending upon the flow of either East or Westbound freight between Denver and Salt Lake City.

Denver, Colorado

Denver-based drivers run Rock Springs, Wyoming, lay and return, run Laramie, Wyoming, on a turnaround; schedules between these points will be governed by the flow of freight between Denver and Salt Lake City.

Run to Vernal, Utah, on a freight availability basis, with Vernal and westbound freight, drop Vernal freight, lay and return, with connecting schedule from Salt Lake City.

Run to either Goodland, Kansas or Atwood, Kansas on a turnaround.

Grand Junction-Cheyenne, Wyoming, to run off the Extra Board on freight available basis. Grand Junction man may handle through freight for Western Area to meet Salt Lake City driver.

Kansas City, Missouri

Kansas City-based drivers run Liberal, Kansas, lay and return; Goodland, Kansas, lay and return; to either St. Louis, Missouri or Chillicothe, Missouri on a turnaround basis.

Chillicothe, Missouri

Drivers based at this point run to Atwood, Kansas, lay and return; run either to Chicago, direct, or via Des Moines, lay and return; may run Des Moines on a turnaround to move overflow freight.

JWAC Minutes  
November 9-10-11-12-13  
1970

Case # MC-CO-23-11/70



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.  
\* \* \* \* \*

Case #  
MC-CO-23-11/70

(Continued)

All job openings or redomicile of drivers created by this Change, will be offered to the Line Drivers presently employed by the Ringsby Truck Lines in accordance with their Company Line Seniority, which will be established by dove-tailing their seniority on a Master Seniority List, this irrespective of where they are presently domiciled, or to which Local Union they belong.

The Company will pay the moving expenses for those drivers who elect to move or redomicile to another location due to this change, in accordance with our Teamster Union contracts.

All Line Drivers presently on lay-off status in the Ringsby Truck Lines operation, will be placed on a Master dove-tailed Seniority list, and as openings become available in this operation, these drivers will be offered these openings in accordance with their seniority.

Drivers refusing to exercise their seniority to redomicile, will be placed on lay off, and will not be entitled to run-around, or any other claims if drivers from other domiciles run through their terminal. It is the Company's contention that if these drivers should elect to exercise their seniority to redomicile on future job openings, that they will pay all expenses incurred by the move, themselves.

All proposed runs and/or dispatches in this proposed change are subject to the availability of freight and cancellations due to Holiday shut-downs, etc.

Due to the complete change-over from a Sleeper Cab operation to Single Man, it is the Company's contention that all, or any past practices, are eliminated.

The Company will pay the actual established miles between the different dispatch points as outlined in this proposal. If there is a difference of opinion on any of these mileages between the Company and any Local Union, we propose that those mileages in question be logged as soon as possible, that the correct mileages on all runs will be in effect.

The following exhibit, is a break down of the effected driver domiciles, as well as the number of drivers to be displaced as needed at various locations, based on our present dispatch movement:

TERMINAL	PRESENT NUMBER TOTAL	DRIVERS LAYOFF	PROPOSED NUMBER DRIVERS	DRIVERS ADDED	DRIVERS DISPLACED
Denver-West	137				
Denver-East	67	9	35	0	169
Salt Lake City	4	0	22	18	0
Oakland	2	0	0	0	2
Los Angeles	23	9	28	14	0
Sacramento	10	0	2	0	8
Winnemucca	0	0	16	16	0
Albuquerque	0	0	14	14	0
Rock Springs	0	0	9	9	0
Chillicothe	0	0	22	22	0
Kansas City	0	0	25	25	0

Note: Denver East Driver, Kenneth Custer, holds Seniority on Kansas City run only.



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

\* \* \* \* \*

Case #  
MC-CO-23-11/70

(Continued from Page #3) RINGSBY SYSTEM

DECISION: (Multi-Conference Change of Operations Transcript Pgs. 2 - 52 )  
M/m/s/c/ that the operational change filed by Ringsby System in Multi-Conference Case No. MC-CO-23-11/70 be approved as modified and clarified on the record, with the following provisos:

1. Under the facts of this case, pursuant to the authority granted by Article 5, Section 7 of the 1970 National Master Freight Agreement, it is the determination of this committee that the following seniority application shall control :
    - (a) As among those drivers on seniority lists (active and laid off) at present terminals, their seniority dates presently utilized for layoff purposes shall be the basis for determining which drivers stay, elect to relocate or go on layoff at their present terminals.
    - (b) The provisions of sub-paragraph (a) above shall apply to the existing Denver east and Denver west boards separately, just as though they were separate terminals.
    - (c) Those drivers who elect to relocate shall be placed on a master list on the basis of their full unbroken company dry freight line seniority dates and they shall utilize their positions on that list for bidding on all of the new or additional jobs. Such drivers shall not be deemed to be on layoff from their present terminals and shall not have the right to return to their present terminals ahead of drivers above them on the master list.
    - (d) After the bidding has been completed and the drivers are relocated, all of the terminal seniority lists shall be reconstructed, dovetailed on the basis of the drivers' respective full unbroken company dry freight line seniority dates, and thereafter the respective positions on such dovetailed lists shall apply for both layoff and bidding purposes. After the seniority lists have been reconstructed existing so-called "Grandfather Rights" on any particular runs shall no longer be recognized. In the application of this sub-paragraph the Denver local may continue separate east and west boards if it so desires.
    - (e) If a driver has in the past previously relocated at his own request, this shall constitute a break in his seniority and his present seniority date for layoff purposes, rather than his full unbroken company dry freight line seniority date, shall determine his rights under sub-paragraphs (c) and (d) above.
    - (f) Drivers on the master list who are not employed shall be offered first available jobs ahead of new hires (one offer per man being sufficient to satisfy this requirement), and such driver's seniority date for layoff and bidding at his new terminal shall be his date on said master list.
    - (g) A driver who is required to relocate under this change shall not have the right to return to his previous terminal under the thirty-day rule; however, such driver may return within 120 days ahead of new hires or junior men on layoff.
    - (h) The five drivers formerly on the Denver seniority list who have been transferred to Salt Creek Freightways shall be deemed to still be on that list for purposes of sub-paragraphs (a) through (g).
  2. This change shall be put into effect no sooner than December 10th, 1970.
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MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

\* \* \* \* \*

Case #  
MC-CO-15-8/70

CONSOLIDATED FREIGHTWAYS

Multi-  
Conference

Locals involved: See Attached List

Change of  
Operations

Please refer to the following ten (10) Pages  
concerning Multi-Conference Change of Operations  
Case #MC-CO-15-8/70.

Locals involved:

Teamsters Local 710  
4217 S. Halsted Street  
Chicago, Illinois 60609

Teamsters Local 741  
552 Denny Way  
Seattle, Washington

Teamsters Local 779  
2030 Liberty Road  
Lexington, Kentucky 40505

Teamsters Local 839  
Post Office Box 172  
Pasco, Washington 99301

Teamsters Local 883  
207 - 3rd Street  
Hood River, Oregon 97031

Teamsters Local 916  
2701 N. 31st Street  
Springfield, Illinois 62702

Teamsters Local 957  
1440 Milburn Avenue  
N. Dayton, Ohio 45404

Teamsters Local 961  
3245 Eliot Street  
Denver, Colorado 80211

Teamsters Local 983  
Post Office Box 1085  
Pocatello, Idaho 83201

Teamsters Local 554  
Post Office Box 746  
Omaha, Nebraska 68101

(Continued through Page #29)



Teamster Local 2  
Post Office Box 3174  
Butte, Montana 59701  
CERTIFIED RRR 646711

Teamster Local 7  
Post Office Box 2004  
Kalamazoo, Michigan 49001  
CERTIFIED RRR 646712

Teamster Local 20  
435 S. Hawley Street  
Toledo, Ohio 43609  
CERTIFIED RRR 646713

Teamster Local 24  
727 Grant Street  
Akron, Ohio 44311  
CERTIFIED RRR 646714

Teamster Local 34  
150 Riverside Drive  
Battle Creek, Michigan 49015  
CERTIFIED 646715

Teamster Local 40  
Post Office Box 617  
Mansfield, Ohio 44901  
CERTIFIED RRR 646716

Teamster Local 41  
45 E Van Brunt Ext.  
Kansas City, Mo. 64130  
CERTIFIED RRR 646717

Teamster Local 45  
Post Office Box 2648  
Great Falls, Montana 59401  
CERTIFIED RRR 646718

Teamster Local 56  
921 N. 8th Street  
Sheboygan, Wisconsin 53081  
CERTIFIED RRR 646719

Teamster Local 70  
70 Hegenberger Road  
Oakland, California 94621  
CERTIFIED RRR 646720

Teamster Local 75  
1546 Main Street  
Green Bay, Wisconsin 54302  
CERTIFIED RRR 646721

Teamster Local 81  
1020 N.E. Third Avenue  
Portland, Oregon 97212  
CERTIFIED RRR 646722

Teamster Local 85  
459 Fulton Street  
San Francisco, California 94102  
CERTIFIED RRR 646723

Teamster Local 89  
3813 Taylor Blvd.  
Louisville, Kentucky 40215  
CERTIFIED RRR 646724

Teamster Local 100  
217 W. 12th Street  
Cincinnati, Ohio 45210  
CERTIFIED RRR 646725

Teamster Local 104  
112 N. 5th Avenue  
Phoenix, Arizona 85003  
CERTIFIED RRR 646726

Teamster Local 135  
1233 Shelby Street  
Indianapolis, Indiana 46203  
CERTIFIED RRR 646727

Teamster Local 147  
821 Des Moines Street  
Des Moines, Iowa 50316  
CERTIFIED RRR 646728

Teamster Local 148  
27 North Chelan  
Wenatchee, Washington 98801  
CERTIFIED RRR 646729

Teamster Local 150  
2525 Stockton Blvd.  
Sacramento, California 95817  
CERTIFIED RRR 646730

Teamster Local 180  
1616 W. Ninth Street, Room 411  
Los Angeles, California 90015  
CERTIFIED RRR 646731

Teamster Local 190  
437 Kuhlman Drive  
Billings, Montana 59101  
CERTIFIED RRR 646732

Teamster Local 200  
Post Office Box 2073  
Milwaukee, Wisconsin 53201  
CERTIFIED 646733

Teamster Local 208  
1616 W. Ninth Street, Room 101  
Los Angeles, California 90015  
CERTIFIED RRR 646779

Teamster Local 222  
443 S. Sixth Street East  
Salt Lake City, Utah 84110  
CERTIFIED RRR 646734

Teamster Local 224  
1616 W. Ninth Street, Room 322  
Los Angeles, California 90015  
CERTIFIED RRR 646735

Teamster Local 235  
140 South Marks Way  
Orange, California 92668  
CERTIFIED RRR 646736

Teamster Local 238  
5110 J Street, S.W.  
Cedar Rapids, Iowa 52406  
CERTIFIED RRR 646737

Teamster Local 245  
1850 E. Division  
Springfield, Missouri 65803  
CERTIFIED RRR 646738

Teamster Local 287  
1452 N. 4th Street  
San Jose, California 95112  
CERTIFIED RRR 646739



Teamster Local 299  
2741 Trumbull Avenue  
Detroit, Michigan 48216  
CERTIFIED RRR 646740

Teamster Local 301  
1725 Belvedere Street  
Waukegan, Illinois 60085  
CERTIFIED RRR 646741

Teamster Local 307  
235 N. Wolcott Street  
Casper, Wyoming 82601  
CERTIFIED RRR 646742

Teamster Local 313  
220 S. 27th Street  
Tacoma, Washington 98402  
CERTIFIED RRR 646743

Teamster Local 324  
3814 Commercial, S.E.  
Salem, Oregon 97302  
CERTIFIED RRR 646744

Teamster Local 325  
5533 11th Street  
Rockford, Illinois 61109  
CERTIFIED RRR 646745

Teamster Local 332  
116 E. Pasadena Avenue  
Flint, Michigan 48505  
CERTIFIED RRR 646746

Teamster Local 364  
2405 E. Edison Road  
South Bend, Indiana 46615  
CERTIFIED RRR 646747

Teamster Local 371  
2116 5th Avenue  
Rock Island, Illinois 61201  
CERTIFIED RRR 646748

Teamster Local 413  
555 E. Rich Street  
Columbus, Ohio 43215  
CERTIFIED RRR 646749

Teamster Local 414  
2644 Cass Street  
Fort Wayne, Indiana 46808  
CERTIFIED RRR 646750

Teamster Local 423  
325 E. Galena Blvd.  
Aurora, Illinois 60505  
CERTIFIED RRR 646751

Teamster Local 439  
Post Office Box 1611  
Stockton, California  
CERTIFIED RRR 646752

Teamster Local 448  
Post Office Box 448  
Missoula, Montana 59801  
CERTIFIED RRR 646753

Teamster Local 460  
112 N. 9th Street  
St. Joseph, Mo. 64501  
CERTIFIED RRR 646780

Teamster Local 467  
4692 Sierra Way  
San Bernardino, California 92406  
CERTIFIED RRR 646754

Teamster Local 468  
40 Hegenberger Place  
Oakland, California 94621  
CERTIFIED RRR 646755

Teamster Local 483  
208 N. 16th Street  
Boise, Idaho 83706  
CERTIFIED RRR 646756

Teamster Local 486  
1245 E. Genesee Avenue  
Saginaw, Michigan 48607  
CERTIFIED RRR 646757

Teamster Local 492  
108-1/2 Yale Blvd. S.E.  
Albuquerque, New Mexico 87106  
CERTIFIED RRR 646758

Teamster Local 524  
16 N. Third Avenue  
Yakima, Washington 98902  
CERTIFIED RRR 646759

Teamster Local 533  
1550 Glendale Avenue  
Sparks, Nevada 89431  
CERTIFIED RRR 646760

Teamster Local 544  
706 1st Avenue, N.  
Minneapolis, Minn. 55403  
CERTIFIED RRR 646761

Teamster Local 551  
Post Office Box 286  
Lewiston, Idaho 83501  
CERTIFIED RRR 646762

Teamster Local 556  
Post Office Box 1009  
Walla Walla, Washington 99362  
CERTIFIED RRR 646763

Teamster Local 563  
527 N. Appleton Street  
Appleton, Wisconsin 54911  
CERTIFIED RRR 646764

Teamster Local 580  
1202 S. Washington Avenue  
Lansing, Michigan 48910  
CERTIFIED RRR 646765

Teamster Local 600  
300 S. Grand Blvd., Room 241  
St. Louis, Missouri 63103  
CERTIFIED RRR 646766

Teamster Local 627  
400 N. State Street  
Peoria, Illinois 61605  
CERTIFIED RRR 646767

Teamster Local 690  
105 West Third Avenue  
Spokane, Washington 99204  
CERTIFIED RRR 646768



CHANGE OF OPERATION

This proposed change involves the following operations:

- I - Freight moving between the Western Area on the one hand, and the gateways of Aurora/Chicago and Akron/Canton on the other hand.
- II - Freight moving over the Kansas City Gateway to and from Southern California and Southern Nevada.
- III - Freight moving between Chicago/Aurora and Kansas City.
- IV - Freight moving between Chicago/Aurora and Central Area points.

Presently the operation outlined in items I, II, and III are primarily sleeper operations. It is the Company's intention to convert these operations to relay.

The following is a listing of driver domiciles, the points to which they will run and their method of operation:

<u>DRIVER DOMICILE</u>	<u>RUN-TO POINTS &amp; METHOD OF OPERATION</u>
Akron/Canton, Ohio	Drivers will run to and from Indianapolis, Indiana and may be dispatched via Mansfield, Ohio; Dayton, Ohio; Toledo, Ohio; and/or Fort Wayne, Indiana.
Indianapolis, Indiana	Drivers will run to and from Cameron, Missouri and may be dispatched via Springfield, Illinois.
Chicago, Illinois (60' Route West)	Drivers will run to and from Atlantic, Iowa. On returning from Atlantic, drivers may be dispatched via Waukegan, Illinois; Rockford, Illinois; Aurora, Illinois; Rock Island, Ill.; Peoria, Ill.; Cedar Rapids, Iowa and Des Moines, Iowa. If Aurora, Ill. is out of drivers, Chicago drivers may be dispatched to Atlantic via these points.
Chicago, Illinois(65' Route West) and Chicago- Kansas City operation.	Drivers will run to and from Cameron, Missouri. On returning from Cameron, drivers may be dispatched via Aurora, Ill.; Rock Island, Ill.; Peoria, Ill., and Springfield, Ill. If Aurora, Ill. is out of drivers, Chicago drivers may be dispatched to Cameron via these points.
Aurora, Illinois (60' Route West)	Drivers will run to and from Atlantic, Iowa and may be dispatched via Waukegan, Ill.; Rockford, Ill.; Rock Island, Ill.; Peoria, Ill.; Cedar Rapids, Iowa; and Des Moines, Iowa. On returning from Atlantic, drivers may be dispatched via Chicago.
Aurora, Illinois (65' Route West)	Drivers will run to and from Cameron Missouri and may be dispatched via Rock Island, Ill.; Peoria, Ill.; and Springfield, Illinois. On returning from Cameron, drivers may be dispatched via Chicago.
Aurora, Illinois- Kansas City Operation	Drivers will run to and from Kansas City.
Aurora-Central Area Points	Drivers will run to and from the following points: Ft. Wayne, Ind.(Turn); Akron/Canton, Ohio; Louisville, Ky.; Indianapolis, Ind.(Turn); South Bend, Ind.(Turn);



	Dayton, Ohio; Columbus, Ohio; Toledo, Ohio; Springfield, Ill.(Turn); Springfield, Mo.; St. Louis, Mo.; Minneapolis, Minn.; Rock Island, Ill.(Turn); Cedar Rapids, Iowa(Lay or Turn) and Des Moines, Iowa.
Akron/Canton, Ohio	Drivers run to and from Aurora and Chicago or via either point.
Cincinnati, Ohio	Drivers run to and from Aurora and Chicago or via either point.
Milwaukee, Wisconsin	Drivers run to and from Aurora and Chicago or via either point.
Green Bay, Wisconsin	Drivers run to and from Aurora and Chicago or via either point.
Menasha, Wisconsin	Drivers run to and from Aurora and Chicago or via either point.
Sheboygan, Wisconsin	Drivers run to and from Aurora and Chicago or via either point.
Detroit, Michigan	Drivers run to and from Aurora and Chicago or via either point.
Saginaw, Michigan	Drivers run to and from Aurora and Chicago or via either point.
Battle Creek, Michigan	Drivers run to and from Aurora and Chicago or via either point.
Kalamazoo, Michigan	Drivers run to and from Aurora and Chicago or via either point.
Flint, Michigan	Drivers run to and from Aurora and Chicago or via either point.
Lansing, Michigan	Drivers run to and from Aurora and Chicago or via either point.
Lexington, Kentucky	Drivers run to and from Aurora and Chicago or via either point.
Cameron, Missouri	Drivers will to and from North Platte Nebraska.
Atlantic, Iowa	Drivers will run to and from North Platte, Nebraska.
North Platte, Nebraska	Drivers will run to and from Rawlins, Wyoming and may be dispatched via Cheyenne, Wyoming. Drivers will also run to and from Casper, Wyoming. On loads over and above six (6) per dispatch day between North Platte and Casper, the Company may run them on a meet and turn basis with Casper based drivers meeting North Platt-based drivers at a common point. If North Platt is out of power, Casper-based drivers may be dispatched to North Platt.
Casper, Wyoming	Drivers will run to and from Billings, Montana and may be dispatched via Wyoming points. On loads over and above six (6) per dispatch day moving between Casper and North Platt or Casper and Billings the Company may run them on a meet and turn basis with Casper-based drivers meeting North Platt-based drivers at a common point and Casper-based drivers meeting Billings-based drivers at a common point. If North Platt is out of power, Casper-based drivers may be dispatched to North Platt. If Casper is out of power, Billings based drivers may be dispatched to Casper.



## Billings, Montana

Drivers are presently running Great Falls, Montana turns. They will also run Butte, Montana turns. On loads over and above six (6) per dispatch day moving between Casper and Billings, the Company may run them on a meet and turn basis with Billings-based drivers meeting Casper-based drivers at a common point. If Casper is out of power, Billings-based drivers may be dispatched to Casper.

## Butte, Montana

Drivers will run to and from Spokane, Washington and may be dispatched via Missoula, Montana. On loads over and above three (3) per dispatch day moving between Butte and Spokane, the Company may run them on a meet and turn basis with Butte-based drivers meeting Spokane based drivers at a common point. If Butte is out of power, Spokane-based drivers may be dispatched to Butte.

## Great Falls, Montana

Drivers will run to and from Spokane, Washington and may be dispatched via Missoula, Montana.

## Spokane, Washington

Drivers will run to and from Seattle, Washington and may be dispatched via Moses Lake, Washington; Wenatchee, Wn.; Walla Walla, Wn.; Kennewick, Wn.; Yakima, Wn.; and Tacoma, Wn. Drivers may be dispatched to Moses Lake, Wn.(turn); Wenatchee, Wn.(turn); Walla Walla, Wn.(turn); Kennewick, Wn.(turn); Lewiston, Idaho(turn); Yakima, Wn.(turn); and Tacoma, Wn. On loads over and above three (3) per dispatch day moving between Butte and Spokane, the Company may run them on a meet and turn basis with Butte-based drivers meeting Spokane-based drivers at a common point. If Butte is out of power, Spokane-based drivers may be dispatched to Butte. On loads over and above two (2) per dispatch day moving between Spokane and Seattle, and Company may run them on a meet and turn basis with Spokane-based drivers meeting Seattle-based drivers at a common point or at any of the above-listed Washington turn points, except Walla Walla. If Spokane is out of power, Seattle-based drivers may be dispatched to Spokane.

## Seattle, Washington

On loads over and above two (2) per dispatch day moving between Seattle and Spokane, the Company may run them on a meet and turn basis with Seattle-based drivers meeting Spokane-based drivers at a common point or at the terminal points of Wenatchee, Wn.; Moses Lake, Wn.; Kennewick, Wn.; or Yakima, Wn. Seattle-based drivers may be dispatched to Spokane if Spokane is out of power.

## Salt Lake City, Utah

Drivers will run to and from Winnemucca, Nevada and Rawlins, Wyoming. Drivers will also run to and from Ontario, Oregon and may be dispatched via Idaho point. On loads over and above six (6) per dispatch day moving between Salt Lake City and Ontario, the Company may run them on a meet and turn basis with Salt Lake City based drivers meeting Ontario-based drivers at a common point. If Salt Lake City is out of power, Ontario-based drivers may be dispatched to Salt Lake City.



Reno, Nevada

Drivers may be dispatched on a turn to Winnemucca, Nevada.

Hayward, California

Drivers will run to and from Winnemucca, Nevada and may be dispatched via San Francisco, San Jose, California; Manteca (Stockton), California; Sacramento, California; and/or Reno, Nevada.

Ontario, Oregon

Drivers will run to and from the following Oregon and Washington points and may be dispatched either direct or via: Portland, Oregon; Pendleton, Oregon(turn); Bend Oregon; Redmond, Oregon; Madras, Oregon; Prineville, Oregon; Hermiston, Oregon; Salem, Oregon; and other Oregon points. The Washington points are Yakima, Wn.; Walla Walla, Wn.(turn); Kennewick, Wn. (turn); and Spokane, Wn. Dispatches will also include Lewiston, Idaho. On loads over and above six (6) per dispatch day moving between Salt Lake City and Ontario, the Company may run them on a meet and turn basis with Salt Lake City-based drivers meeting Ontario-based drivers at a common point. If Salt Lake City is out of drivers, Ontario-based drivers may be dispatched to Salt Lake City. On loads over and above three (3) per dispatch day moving between Ontario and Portland, the Company may run them on a meet and turn basis with Portland-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; or Kennewick, Wn. Portland-based drivers may be dispatched to Ontario if Ontario is out of power. On loads over and above three (3) per dispatch day moving between Ontario and Yakima, the Company may run them on a meet and turn basis with Yakima-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; Kennewick, Wn. or Walla Walla, Wn. Yakima-based drivers may be dispatched to Ontario if Ontario is out of power.

Portland, Oregon

On loads over and above three(3) per dispatch day moving between Ontario and Portland, the Company may run them on a meet and turn basis with Portland-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; or Kennewick, Wn. Portland-based drivers may be dispatched to Ontario if Ontario is out of power.

Yakima, Washington

Drivers will run turns to Seattle, Wn.; Tacoma, Wn.; and Wenatchee, Wn. and may go via any of the points. On loads over and above three (3) per dispatch day moving between Yakima and Ontario, the Company may run them on a meet and turn basis with Yakima-based drivers and Ontario-based drivers meeting at a common point or at the terminal points of Pendleton, Oregon; Hermiston, Oregon; Kennewick, Wn. or Walla Walla, Wn. Yakima-based drivers may be dispatched to Ontario if Ontario is out of power.



As a result of the establishment of transcontinental relays certain runs presently in existence will have to be changed and/or eliminated. These are as follows:

Salt Lake City-Seattle and Salt Lake City-Portland three-man sleeper operation:

Presently we have a sleeper operation between Salt Lake City on the one hand and Portland and Seattle on the other. One three-man team lives in Seattle, one three-man team lives in Portland and two three-man teams live in Salt Lake City. This operation is to be eliminated.

Boise-Salt Lake City Operation

Presently we have two runs per day between Salt Lake City and Boise. One run originates in Boise with a Boise-domiciled driver and one run originates in Salt Lake City with a Salt Lake City-domiciled driver. We propose to eliminate this operation and handle the freight between Boise and Salt Lake City with Salt Lake City-based drivers.

Spokane-Butte Operation

Presently we are running one schedule per day between Spokane and Butte with the drivers domiciled in Spokane. We propose to run this operation with the drivers domiciled in Butte.

Portland-Boise Operation

Presently we are running two schedules per day between Portland and Boise with the drivers domiciled in Portland. We propose to cancel one of these schedules.

Portland-Lewiston Operation

Presently we are running a schedule between Portland, Oregon and Lewiston, Idaho via Kennewick, Washington. We propose to cancel this schedule and move the freight with Ontario, Oregon-based men. Overflow would be handled with Portland-based men running Portland-Kennewick turns.

Seattle-Spokane Operation

Presently we are running two schedules per day between Seattle and Spokane with the drivers living in Seattle. We propose to cancel one of these schedules.

Spokane-Lewiston Operation

Presently transcontinental freight to and from Lewiston, Idaho is routed, basically, over Spokane. As a result, a Spokane-based driver runs to Lewiston approximately every other day. Under this change, the Lewiston freight will be primarily routed to Ontario, Oregon. Therefore, work opportunity for one man will be reduced at Spokane. This reduction is shown in the Spokane-based driver dispersement listed below.

Los Angeles-Kansas City Sleeper Operation

Presently, loads out of Southern California and Southern Nevada destined for Kansas City and points beyond Kansas City which are in excess of the loads moved via relay are pulled by sleeper drivers based in Los Angeles, Kansas City, Chicago and Akron/Cleveland. The Company proposes to convert this operation to 100% relay. Southern California and Southern Nevada freight will move on relay either through the Ash Fork, Arizona relay point or the Phoenix, Arizona relay point. On dispatches to the Phoenix relay point, the Company will move it either via Desert Center meets or with Los Angeles-based drivers running to Phoenix. Dispatches to and from Los Angeles may be via Orange and Fontana, California.

The following is a breakdown of the effected drivers domicile, as well as the number of drivers to be displaced and additional drivers needed at various locations:



# ESTIMATED DRIVER DISPERSEMENT

DOMICILE	DRIVERS NOW ON SENIORITY LIST	DRIVERS ON PRESENT EFFECTED OPERATION	DRIVERS NEEDED ON NEW OPERATION	DRIVERS DISPLACED	DRIVERS ADDED
Akron/Canton	471	60	16	- 44	
Albuquerque	50	0	26		+26
Atlantic	0	0	39		+39
Aurora	4	0	76		+76
Billings	1	0	10		+10
Boise	2	2	0	- 2	
Butte	0	0	12		+12
Cameron	0	0	25		+25
Casper	2	0	18		+18
Chicago	354	306	21	-285	
Great Falls	4	0	0		
Indianapolis	42	0	21		+21
Kansas City	249	36	12	- 24	
Los Angeles	157	36	12	- 24	
North Platt	0	0	61		+61
Ontario	0	0	24		+24
Portland	186	60	0	- 60	
Salt Lake	20	6	72		+66
SFO	123	34	17	- 17	
Seattle	25	6	0	- 5	
Spokane	12	3	5		+2
Yakima	0	0	6		+6

This change is to become effected October 1, 1970.

## August, 1970 JWAC Action:

M/m/s/c/ that the operational change filed by Consolidated Freightways, Inc. in Multi-Conference Case No. MC-CO-15-8/70 be approved as modified and clarified on the record, with the following provisos:

1. In view of the massive nature of this change of operations, the number of previous operational changes made by the Company and the various seniority applications made in such changes, and the old so-called Four State System Seniority which previously affected a few of the numerous terminals now involved, under the authority granted by Article 5, Section 7, of the 1970 National Master Freight Agreement, it is the determination of this Committee that the following seniority applications shall control:

- (a) As among those drivers on seniority lists (active and laid off) at present terminals, their seniority dates presently utilized for layoff purposes shall be the basis for determining which drivers stay, are displaced, or elect to relocate. Drivers presently on layoff whose contractual three (3) year layoff period expires between August 10, 1970 and the effective date of this change shall have their layoff periods extended as hereinafter provided.
- (b) Those drivers who are displaced or elect to relocate shall be placed on a master list on the basis of their full company dry freight line seniority dates, and they shall utilize their positions on that list for bidding on all of the new or additional jobs.
- (c) After the bidding has been completed and the drivers are relocated, all of the terminal seniority lists shall be reconstructed, dove-tailed on the basis of the drivers' respective full company dry freight line seniority dates, and thereafter the respective positions on such dove-tailed lists shall apply for both layoff and bidding purposes.

(Continued on Following Page)



MULTI-CONFERENCE CHANGE OF OPERATIONS BEFORE THE J. W. A. C.

\* \* \* \* \*

Case #  
MC-CO-15-8/70

CONSOLIDATED FREIGHTWAYS (Multi-Conference Change)

(Continued)

- (d) If a driver has in the past previously relocated at his own request his present seniority date for layoff purposes, rather than his full company dry freight line seniority date, shall determine his rights under subparagraphs (b) and (c) above.
  - (e) The old so-called Four State System Seniority application shall not be recognized in the future.
  - (f) Drivers on the master list who are not employed shall be deemed to be on layoff from their present terminals for a period of three (3) years from the effective date of this change, and shall be offered first available jobs ahead of new hires (one offer per man being sufficient to satisfy this requirement) and such driver's seniority date for layoff and bidding at his new terminal shall be his date on said master list.
  - (g) A driver who is required to relocate under this change shall not have the right to return to his previous terminal under the thirty (30) day rule; however, such driver may return within 120 days ahead of new hires and junior men on lay off.
  - (h) The drivers on the Seattle-Alaska seniority list shall not be affected by this change and shall not have any rights under this change.
- 2. That portion of the Company's application regarding picking and dropping in route shall be resolved on a single conference basis.
  - 3. Local dispatch procedures shall be worked out between the Company and the Local Unions involved.
  - 4. This decision shall not be implemented until the other phases of the Company's proposed change from sleeper operations to single man relay operations have been filed and approved by an appropriate Change of Operations Committee, and this Committee retains jurisdiction of this case to make such modifications as may be necessary to properly coordinate with those other changes.

DECISION: (November, 1970 JWAC Meeting)

Please see Multi-Conference Change of Operations Case #MC-CO-26-11/70.



CHANGE OF OPERATIONS



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 839, Pasco, Washington (Local 483 - Boise)  
8-5-1967

Change of Company involved: United-Buckingham Freight Lines  
Operations

Clarification Case #2749 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by Boise driver on April 9/70.  
Case #2753 (U) - Driver Leo Clayton claiming runaround pay for trip pulled by a Boise driver on March 24/70.

DISPOSITION: (Change of Operations - Transcript Pg. 351 / - 11/13/70)  
It appears that the subject matter involved in this case also involves Local 483 in Boise. Accordingly, this case is being Postponed to the February agenda and both the company and Local 839 are jointly directed to give notice in writing by certified mail to the Boise local that they are a party and should appear and be prepared to defend their positions, if any, at the February session.

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Case # Nehalem Valley Motor Freight, Inc.  
2-8-3508

Change of Locals involved: 81, Portland, Oregon  
Operations 58, Longview, Wash.  
569, Astoria, Oregon

DISPOSITION: Request for Clarification Withdrawn.

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Case # Western Gillette  
5-8-3726

Change of Locals involved: 150, Sacramento, Calif.  
Operations 439, Stockton, Calif.

Clarification Clarification of the previous Change of Operations Case #5-8-3726 May 7/68. That the placing of the personnel from Sacramento on the list with the Stockton personnel at the time is not practical and we request the consideration of the panel in arriving at an equitable decision.

DECISION: (Change of Operations - Transcript Pgs. 208-210/ - 11/12/70)  
M/m/s/c/ that this committee reaffirm its decision issued on May 7, 1968.

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Case # Valley Copperstate System  
11-9-4844

Change of Locals involved: 57, Eugene, Oregon  
Operations 81, Portland, Oregon  
324, Salem, Oregon 87, Bakersfield, Calif.  
Clarification 386, Modesto, Calif. 94, Visalia, Calif.  
431, Fresno, Calif. 104, Phoenix, Arizona  
439, Stockton, Calif. 137, Marysville, Calif.  
468, Oakland, Calif. 150, Sacramento, Calif.  
741, Seattle, Wash. 224, Los Angeles, Calif.  
890, Salinas, Calif. 287, San Jose, Calif.  
911, Klamath Falls, Oregon 310, Tucson, Arizona  
941, El Paso, Texas 313, Tacoma, Wash.  
962, Medford, Oregon

DISPOSITION: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Walkup's Merchant Express  
11-9-4846

Change of Local involved: 85, San Francisco, Calif.  
Operations

Request for clarification as to the meaning of "Full Company Line Seniority Dates" as the term was used in the decision/.

DECISION: (Change of Operations - Transcript Pgs. 290-316/ - 11/12/70)  
M/m/s/c/ that it be the determination of this committee that the Company be directed to reconstruct its San Francisco seniority list on the basis that the phrase "full company line seniority" be construed to mean the earliest date of employment in line (road) operations unless such date has been broken by the voluntary action of the employee.  
Specifically, the line seniority dates of the employees involved in this request shall be as follows: Garcia, 5-10-56; Gleason, 6-6-56; Edie, 7-19-56; Clark, 9-13-56. Because all of the evidence indicates that the Company has acted in good faith in using the line seniority dates as established by contract and area seniority rules in effect at the time, there shall be no retroactive application of this interpretation and no money claims involved.

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Case # Wescartage Company  
11-9-4986

Change of Locals involved: 208, Los Angeles, Calif.  
Operations 235, Orange, Calif.  
357, Los Angeles, Calif.

The Company requests an extension of time from December 31, 1970 to May, 1971 to complete its new terminal.

DECISION: (Change of Operations - Transcript Pgs. 16-21/ - 11/9/70)  
M/m/s/c/ that the Company's request to extend the effective date of the change of operations decision in this case from December 31st, 1970 to May 31st, 1971 be approved.

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Case # Consolidated Freightways  
8-70-5344 Pacific Intermountain Express

Change of Local involved: 148, Wenatchee, Wash.  
Operations

Due to a continuing low volume of business in the Wenatchee area, Consolidated Freightways proposes to close its Wenatchee terminal and have P.I.E. perform the pickup, delivery, dock and clerical work for Consolidated Freightways in the Wenatchee area.

DISPOSITION: Postponed.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Consolidated Freightways  
8-70-5351

Change of Operations Locals involved: 180, Los Angeles, Calif.  
208, Los Angeles, Calif.  
224, Los Angeles, Calif.  
235, Orange, Calif.  
357, Los Angeles, Calif.  
467, San Bernardino, Calif.

Consolidated Freightways proposes to open a terminal in the area of Fontana, California for the purpose of serving points in San Bernardino and Riverside Counties, as well as the cities of Pamona, Claremont, San Dimas and LaVerne.

DECISION: (Change of Operations.- Transcript Pgs. 188-201/ - 11/11/70)  
M/m/s/c/ that the change of operations be approved as clarified on the record. The seniority of the employees who have transferred to Fontana shall be dovetailed on the basis of their prior layoff seniority dates except for the former line drivers who shall have seniority for layoff and work selection only from their dates of employment at Fontana. If the present Local 208 route man rejects the offered transfer, then the position shall be offered to the 208 seniority list and the man accepting the transfer shall also be dovetailed. The balance of the requests of the local unions are denied.

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Case # The Ringsby System  
8-70-5364

Change of Operations Locals involved: 81, Portland, Oregon  
150, Sacramento, Calif.  
224, Los Angeles, Calif.  
468, Oakland, Calif.  
690, Spokane, Wash.  
741, Seattle, Wash.  
911, Klamath Falls, Oregon

Company proposes to eliminate its Oakland-Medford and its Sacramento-Medford and its Portland-Medford and its Seattle-Portland and its Portland-Spokane operation and to establish in lieu thereof a domicile point for line drivers in Bend, Oregon, who will operate on a rotating board to Oakland, Sacramento, Portland, Seattle, and Spokane.

DECISION: (Change of Operations - Transcript Pgs. 113-146/ - 11/11/70)  
M/m/s/c/ in Case 11-70-5541 and Case 8-70-5364 in view of the substantial conflict between the parties as to the feasibility of this operation and the economic justification for the change, that the committee retain jurisdiction to the February 1971 session of the JWAC, and in the interim period the company and the local unions are directed to cooperate with running a series of test runs (for which there will be no runaround claims payable) and that the parties submit the results of not less than five such round-trip test runs to this committee at the February session. The test runs are to include at least three in adverse weather conditions. The parties may also submit such additional evidence as to economic justification for their respective positions as they desire.

NOTE: (This is a Duplicate Case of Case #11-70-5541)



# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Salt Creek Freightways  
8-70-5368

Change of Locals involved: 17, Denver, Colorado  
Operations 307, Casper, Wyoming  
961, Denver, Colorado

We recently purchased from Ringsby Truck Lines intra-state authority between Cheyenne and Casper, Wyoming with the provision that Ringsby Truck Lines would restrict their inter-state authority to not apply between the states of Colorado and Wyoming and Wyoming and Wyoming.

We request the following Change of Operation be placed on the Agenda for the August meeting in San Francisco to determine the application of seniority.

DISPOSITION: Withdrawn.

Case # Valley Copperstate System  
8-70-5371

Change of Locals involved: 57, Eugene, Oregon  
Operations 81, Portland, Oregon  
324, Salem, Oregon  
962, Medford, Oregon

Eliminate the Portland - Eugene turnaround run, and to service the Eugene area with other already established runs operating between Portland and Medford.

DISPOSITION: Withdrawn.

Case # Valley Copperstate System  
8-70-5372

Change of Locals involved: 57, Eugene, Oregon  
Operations 81, Portland, Oregon  
324, Salem, Oregon

Company desires to clarify its contractual rights to use dock employees within the prescribed pickup and delivery radie, regardless of past practice, and to utilize short line drivers and long line drivers into contiguous territory beyond the prescribed 50 mile radius.

DISPOSITION: Withdrawn.

Case # Valley Copperstate System  
8-70-5373

Change of Local involved: 224, Los Angeles, Calif.  
Operations

PRESENT OPERATION: One bid peddle run from Los Angeles to San Bernardino. Driver based at Los Angeles.

PROPOSED CHANGE: Discontinue bid peddle run. Freight destined to San Bernardino will be interlined to other carriers at Los Angeles.

DISPOSITION: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Western Gillette, Inc.  
8-70-5374

Change of Operations Locals involved: 208, Los Angeles, Calif.  
692, Long Beach, Calif.  
Local: 224 - 357 - 467 871, Pomona, Calif.

Relocation of boundaries between Los Angeles and Guasti. Presently, Local 208 pickup and delivery drivers cover the PUD work in the area east of 605 San Gabriel Freeway north of the Pomona, Route 60 Freeway and also south of the Pomona Freeway or east of Route 39 to a point where Route 39 ends at the ocean.

In order to eliminate congestion in the Los Angeles terminal and better serve the area referred to above, the Company requests permission to service those areas outlined from our Guasti terminal.

DECISION: (Change of Operations - Transcript Pgs. 56-71/ - 11/9/70)  
M/m/s/c/ the Company's request be approved as clarified by the Company on the record, to be effective no sooner than December 1, 1970.

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Case # Western Gillette, Inc.  
8-70-5375

Change of Operations Locals involved: 208, Los Angeles, Calif.  
357, Los Angeles, Calif.

Clarification A request for clarification of the previous decision as it pertains to seniority of Western Gillette and Desert Express employees.

DECISION: (Change of Operations - Transcript Pgs. 338-350/ - 11/13/70)  
M/m/s/c/ that the decision of this committee rendered August the 12th 1970 be ratified and confirmed.

As to the question posed by Local 208: Since not enough 208 people bid to fill the original requirements at Desert Express, the company has no further obligation under that decision to offer additional positions to 208 people on the master list.

As to the question posed by Local 357: Additional positions available at Desert Express within the one-year period shall be offered to 357 people on the master list starting with the most senior employee who bid to go to Desert Express but didn't get there.

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Case # McCracken Bros. Motor Freight  
8-70-5513

Change of Operations Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon

Eliminate Portland-Eugene double turns as bid runs.

DECISION: (Change of Operations - Transcript Pgs. 318-331/ - 11/13/70)  
M/m/s/c/ this committee will retain jurisdiction of the company's application to eliminate its bid double turns between Portland and Eugene and Eugene and Portland to the February 1971 session. In the interim, effective no sooner than January 1, 1971, the company may reduce its present three bid double Portland-Eugene turns by one, thereafter operating two Portland-based double turn schedules until this subject matter is again reviewed by this committee at its February, 1971 session. The company need not continue to operate its Eugene-Portland double turns, effective immediately. The allocation of the two remaining positions after the reduction as set forth above shall be bid prior to the effective date of that reduction. One of the double turn positions shall be designated as a firm protected run and shall not be subject to cancellation as a result of short line or single long line assignments. The second leg of the other bid position may be subject to cancellation at the company's option in order

(Continued on following Page)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # McCracken Bros. Motor Freight (Continued from Page #34)  
8-70-5513

to facilitate short line assignments, but not to facilitate terminal-to-terminal operations pulled by extra board drivers when such terminal-to-terminal operations could be operated by the second double bid turn driver without unnecessary delay of freight or equipment shortages. The company shall designate on the bids the approximate starting times of the two double turn positions indicating the one subject to cancellation as provided above.

The company and the union are directed to continue negotiations on dispatch and company seniority rules for the purpose of coordinating the combination of long line and short line assignments.

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Case # Local 70, Oakland, California  
11-70-5529

Change of Company involved: Durkee Famous Foods  
Operations

Request by Local 70 of Interpretation of the motion in Change of Operations Case #5-70-5340.

Motion: "That the request of the Company be approved."

DISPOSITION: Postponed.

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Case # East Texas Motor Freight System  
11-70-5530

Change of Local involved: 223, Portland, Oregon  
Operations

East Texas Motor Freight System intends to close the general office of the former Valley Copperstate System at Portland. The Company requests the Change of Operation Committee to determine the seniority rights of the Portland office employees.

DECISION: (Change of Operations - Transcript Pgs. 202-207/ - 11/11/70)  
M/m/s/c/ that the Company's request to close its general office at Portland be approved as clarified by the Company on the record, to be effective no sooner than December 18th 1970.

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Case # Garrett Freightlines, Inc.  
11-70-5531

Change of Local involved: 983, Pocatello, Idaho  
Operations

Company requests authority to close its terminal at Blackfoot, Idaho. Work presently performed at Blackfoot will be handled by our Pocatello terminal.

DECISION: (Change of Operations - Transcript Pgs. 72-75/ - 11/10/70)  
M/m/s/c/ the company's request to close its Blackfoot terminal be approved as clarified by the company on the record. The laid-off office employee shall be offered work opportunity ahead of new hires at Pocatello or Idaho Falls and at such time as she is re-employed within the three-year layoff period she shall receive her full company seniority. The effective date will be no sooner than December 1, 1970.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Garrett Freightlines, Inc.  
11-70-5532

Change of Operations Locals involved: 150, Sacramento, Calif.  
222, Salt Lake City, Utah  
533, Sparks, Nevada  
983, Pocatello, Idaho

Garrett Freightlines proposes to make a change in its operations between Sacramento, California and Salt Lake City, Utah, and Sacramento, California and Pocatello, Idaho.

DECISION: (Change of Operations - Transcript Pgs. 76-88/ - 11/10/70)  
M/m/s/c/ that the change of operations be approved as clarified by the company on the record.

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Case # Garrett Freightlines, Inc.  
11-70-5533

Change of Operations Locals involved: 190, Billings, Montana  
222, Salt Lake City, Utah  
983, Pocatello, Idaho

Garrett Freightlines requests authority to change the present operation between California, Nevada and Utah points and St. Paul, Minnesota.

DECISION: (Change of Operations - Transcript Pgs. 90-111/ - 11/10/70)  
M/m/s/c/ that the operational change be approved as clarified by the company on the record, with the following provisos:

- (1) Eight (8) positions at Salt Lake City shall be offered to the present active Billings - St. Paul sleeper board and the present active extra board on the basis of their current layoff seniority dates.
- (2) Six (6) positions at Salt Lake City shall be offered to the present active Pocatello line seniority list on the basis of their current layoff seniority dates.
- (3) Those drivers who claim the positions at Salt Lake City shall go on the extra board until the annual bid time, which shall be backed off until the men are moved. At that time the Salt Lake line seniority list shall be reconstructed on the basis of all drivers' full unbroken company line seniority, and those positions shall thereafter control for both layoff and work selection (a prior voluntary transfer constitutes a break in company line seniority except for determining length of vacation).
- (4) The trial period proposed by the company shall be 90 days rather than 60 days, and any additional positions available during that period shall be offered on a one-for-one basis between Billings and Pocatello. And the affected drivers shall be dovetailed as above.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Illinois California Express  
11-70-5534

Change of Operations Locals involved: 941, El Paso, Texas  
180, Los Angeles, Calif.  
104, Phoenix, Arizona  
492, Albuquerque, New Mexico  
224, Los Angeles, California

New route between Los Angeles and El Paso granted by the I. C. C. Illinois California Express proposes to run single-man from Los Angeles to Desert Center or Blythe, Phoenix to Desert Center or Blythe, and El Paso to Phoenix.

DECISION: (Change of Operations - Transcript Pgs. 212-229/ - 11/12/70)  
M/m/s/c/ that in Case 11-70-5534 the company's request for change of operations be approved as clarified by the company on the record.

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Case # I. M. L. Motor Freight, Inc. on behalf of  
11-70-5535 Marrow Trucking Company

Change of Operations Locals involved: 224, Los Angeles, Calif.  
542, San Diego, Calif.

I. M. L. Freight, Inc. on behalf of Marrow Trucking Company, proposes to discontinue the line operation formerly conducted by Marrow Trucking Company between San Diego, California and Los Angeles, California, effective immediately.

DECISION: (Change of Operations - Transcript Pgs. 28-30/ - 11/9/70)  
M/m/s/c/ that the company's request be approved. In view of the fact that there is only one employee on the line seniority list and that the company formerly had a single combined seniority list, Mr. Taylor's seniority shall be dovetailed on the present local seniority list at San Diego.

---

Case # I. M. L. Freight, Inc. on behalf of  
11-70-5536 Marrow Trucking Company

Change of Operations Local involved: 898, El Centro, Calif.

I. M. L. Freight, Inc. on behalf of Marrow Trucking Company, proposes to close the terminal of Marrow Trucking Company at Calexico, effective immediately.

DECISION: (Change of Operations - Transcript Pgs. 31-33/ - 11/9/70)  
M/m/s/c/ that the operational change be approved as clarified on the record.

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Case # Lee Way Motor Freight, Inc.  
11-70-5537

Change of Operations Locals involved: 104, Phoenix, Arizona  
941, El Paso, Texas

There presently is no provision in our change of operation to add or abolish bid runs that operate between Phoenix and El Paso. These jobs concern drivers domiciled in Phoenix (Local 104) and El Paso Local 941).

PROPOSED OPERATION: To establish means and ways to add or abolish runs as freight dictates.

DECISION: (Change of Operations - Transcript Pgs. 2-14/ - 11/9/70)  
M/m/s/c/ that the change of operations as requested by the company in its Exhibit 1 be approved as clarified by the company on the record, to be effective no sooner than November 16th, 1970.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # O. N. C. Motor Freight System  
11-70-5538

Change of Operations Locals involved: 104, Phoenix, Arizona  
224, Los Angeles, Calif.  
310, Tucson, Arizona

On August 14, 1969, the Change of Operations Committee of the JWAC granted Hopper Truck Lines the right to establish Tucson, Arizona as a division point and a domicile point in our line haul operation, and specifically granted us the right to operate line schedules between Tucson, Arizona and Los Angeles, California with Tucson domiciled drivers.

There is a dispute between Local 104 in Phoenix, Arizona, and Local 310 of Tucson, Arizona, as to who has claim to this additional run at Tucson.

**DECISION:** (Change of Operations - Transcript Pgs. 34-54/ - 11/9/70)  
M/m/s/c/ that the company's request to add an additional run from Tucson to Los Angeles be approved as clarified by the company on the record, with the following provisos:

- (1) The two additional positions at Tucson shall be offered to the Phoenix line board on a seniority basis, and if claimed by the Phoenix drivers their seniority shall be dovetailed on the Tucson board.
- (2) If the positions are not filled under subparagraph 1 above, the drivers on layoff at Los Angeles shall be offered the opportunity to claim the work at Tucson at their own expense ahead of new hires at the bottom of the Tucson board for all purposes except length of vacation, where their company seniority shall apply.
- (3) This change shall be put into effect no sooner than December 1, 1970.

---

Case # O. N. C. Motor Freight System  
11-70-5539

Change of Operations Locals involved: 70, Oakland, Calif.  
468, Oakland, Calif.  
287, San Jose, Calif.  
150, Sacramento, Calif.  
137, Marysville, Calif.  
962, Medford, Oregon

- (1) We plan to establish our Sunnyvale, California Branch as a domicile point, a division point, and a point of dispatch in our long line operation.
- (2) The Company intends to operate long line runs between Sunnyvale, and Medford, Oregon. Initially, the Company intends to utilize Sunnyvale domiciled drivers to operate these runs.

**DECISION:** (Change of Operations - Transcript Pgs. 251-280/ - 11/12/70)  
M/m/s/c/ that that portion of the company's request as set forth in paragraphs 4 and 5 and the part of paragraph 6 providing for dispatches to San Leandro via Sunnyvale of the company's proposal be denied without prejudice; the balance of the company's request shall be approved as clarified on the record. In the event this operation requires additional line drivers at Sunnyvale, those positions shall be offered on a seniority basis to San Leandro drivers on layoff, and drivers accepting such employment shall be dovetailed on the Sunnyvale seniority list.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Paxton Trucking Company  
 11-70-5540

Change of Operations Locals involved: 224, Los Angeles, Calif.  
 467, San Bernardino, Calif.  
 692, Long Beach, Calif.

The Company requests the right to close its Fontana Terminal in conjunction with Southern California Joint State Committee, Case #SC-4-3-70-5883, Paxton Trucking Company hereby makes application for the Change of Operations as outlined in the decision of said case.

DECISION: (Change of Operations - Transcript Pgs. 158-168/ - 11/11/70)  
 M/m/s/c/ that based on the facts presented to the committee the request of Local 467 that its former members be dovetailed on the driving seniority list in the jurisdiction of 692 be approved.

Case # Ringsby Truck Lines, Inc.  
 11-70-5541

Change of Operations Locals involved: 81, Portland, Oregon  
 150, Sacramento, Calif.  
 468, Oakland, Calif.  
 690, Spokane, Wash.  
 224, Los Angeles, Calif.  
 741, Seattle, Wash.  
 911, Klamath Falls, Oregon

DECISION: (This is a Duplicate of Case #8-70-5364. The decision in Case (#8-70-5364 applies).

Case # Ringsby System  
 11-70-5542

Change of Operations Locals involved: 150, Sacramento, Calif.  
 468, Oakland, Calif.

PROPOSED OPERATION:

Have a Sacramento-based short line driver pick up any freight developed in the San Francisco Bay Area by our Oakland and San Jose terminals destined for Reno and Sacramento, at which point it will be consolidated with Reno freight developed in Sacramento, Stockton, Fresno, and other Valley points, and transported from Sacramento to Reno by a Sacramento-based driver on a turnaround run.

DISPOSITION: Withdrawn.

Case # Ringsby Truck Lines, Inc.  
 11-70-5543

Change of Operations Locals involved: 222, Salt Lake City, Utah  
 976, Ogden, Utah

The Company requests the Change of Operations Committee to approve our present Salt Lake City operation and also to determine the seniority status of the Ogden Teamster personnel presently on layoff status.

(See Page #40 for Decision)



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Ringsby Truck Lines, Inc. (Continued from Page #39)  
11-70-5543

DECISION: (Change of Operations - Transcript Pgs. 285-288/ - 11/12/70)  
M/m/s/c/ that the company be directed to offer the three Ogden employees work opportunities at Salt Lake City ahead of new hires, and at such time as they are employed at Salt Lake City their seniority shall be dovetailed on the Salt Lake seniority list. One offer per man shall be sufficient.

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Case # Ringsby System  
11-70-5544

Change of Operations Locals involved: 137, Marysville, Calif.  
150, Sacramento, Calif.  
468, Oakland, Calif.

PROPOSED OPERATION:

Have a Sacramento-based short line driver pick up any freight developed by our Oakland or San Jose terminals destined for Quincy, transport it to Sacramento, where it will be consolidated with Quincy freight developed by Sacramento and other Valley points, and pulled from Sacramento to Quincy by Robert Lowry, the Local 137 member presently on the run from Oakland to Quincy.

DECISION: (Change of Operations - Transcript Pgs. 281-284/ - 11/12/70)  
M/m/s/c/ that the request for change of operations be approved as clarified on the record by the company.

---

Case # Ringsby Truck Lines, Inc.  
11-70-5545

Change of Operations Local involved: 690, Spokane, Wash.

Ringsby Truck Lines requests the right to change the bids on various West Boards.

- (1) Yakima Turn
- (2) Second Umatilla turn
- (3) Wenatchee turn via Ephrata
- (4) First Vantage turn
- (5) Second Vantage turn

PROPOSED CHANGE ON EAST BOARD (1) Spokane to Libby turn.

DECISION: (Change of Operations - Transcript Pgs. 169-180/ - 11/11/70)  
M/m/s/c/ that the company's request be approved as clarified, to be effective immediately. This decision shall in no way affect the company's existing Portland - Yakima bid.

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# CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Ringsby System  
11-70-5546

Change of Operations Locals involved: 448, Missoula, Montana  
690, Spokane, Wash.

## PROPOSED OPERATION:

Redomicile the driver now based at Kalispell, Montana in Spokane, Washington, in order that both drivers on this run will operate out of the same point, eliminating a past practice in bidding this run that required "A" above. As in the past, if there is only one schedule to Kalispell on the weekend, the Kalispell-based bid driver will pull it, cancelling out the Spokane bid man's Sunday trip.

Harvey R. Armstrong, the Kalispell driver previously on the Kalispell-Great Falls run is presently on a layoff status; request the committee establish his seniority for job openings at other points in the Ringsby Pacific, Ltd. operation.

DECISION: (Change of Operations - Transcript Pgs. 181-187/ - 11/11/70)  
M/m/s/c/ that the first portion of the company's request - that is, to redomicile its existing Kalispell to Spokane driver - be denied without prejudice to the company's right to refile at a later date. With regard to the second portion, the company's request to discontinue its Kalispell-Great Falls run, it is approved effective immediately. The affected driver, Harvey R. Armstrong, shall have his seniority dovetailed with the seniority of the Spokane drivers who are presently on layoff.

---

Case # Salt Creek Freightways  
11-70-5547

Change of Operations Locals involved: 307, Cheyenne, Wyoming  
961, Denver, Colorado

## PROPOSED OPERATION:

- (1) Eliminate the Rawlins to Rock Springs and return to Rawlins schedule now held by Jack Treadway.
- (2) Eliminate the Rawlins to Cheyenne turnaround now held by Roy Thompson.
- (3) Establish a Cheyenne to Rawlins turnaround with the driver domiciled in Cheyenne, Wyoming (Roy Thompson).
- (4) Establish a Casper to Rock Springs via Rawlins turnaround. This driver will drop his Casper to Rawlins tractor and hook up the Rock Springs' trailer that Thompson brought to Rawlins from Cheyenne and then proceed on to Rock Springs with the combined set of doubles.

DECISION: (Change of Operations - Transcript Pgs. 230-250/ - 11/12/70)  
M/m/s/c/ that the request for change of operations be denied without prejudice to refile.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # The Santa Fe Trail Transportation Company  
11-70-5548

Change of Local involved: 542, San Diego, Calif.  
Operations Close Oceanside, California Terminal and transfer work to San Diego.

DECISION: (Change of Operations - Transcript Pgs. 25-27/ - 11/9/70)  
M/m/s/c/ that the company's request to abolish the pickup and delivery job at Oceanside be approved, and the employee involved shall be offered work opportunity at San Diego. And if he accepts, his seniority will be dovetailed on the San Diego board; provided, however, that he shall not exercise his position on that board for work selection until the next annual bid.

---

Case # Silver Wheel Freightlines  
11-70-5549

Change of Locals involved: 81, Portland, Oregon  
Operations 883, Hood River, Oregon  
Close down Goldendale, Washington Terminal.

DISPOSITION: Postponed.

---

Case # United-Buckingham Freight Lines  
11-70-5550

Change of Local involved: 741, Seattle, Wash.  
Operations The abolishment of the following Seattle bid runs:  
(1) Seattle to Portland via Hoquiam  
(2) Seattle, Portland turns  
(3) Seattle, Centralia turns  
(4) Seattle, Bellingham turn  
(5) Seattle, Yakima turn, and the second Pasco Bid Run as well.

DECISION: (Change of Operations - Transcript Pgs. 352-357/ - 11/13/70)  
M/m/s/c/ that the company's request be approved as clarified on the record based on the agreement of the local unions.

NOTE: Cases #11-70-5550 and #11-70-5551 were heard together.

---

Case # United-Buckingham Freight Lines  
11-70-5551

Change of Local involved: 81, Portland, Oregon  
Operations The Employer wishes to abolish the following Portland Bid Runs:  
(1) Portland - Seattle turn.  
(2) Portland-Seattle via Hoquiam turn.  
(3) Portland-Bellingham and/or Blaine.  
(4) Portland-Pasco turn.

DECISION: The Decision in Case #11-70-5550 applies.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #  
11-70-5552

U. S. P. Corporation

Change of  
Operations

Local involved: 287, San Jose, Calif.

U. S. P. Corporation states: "We will no longer lease three pieces of equipment effective October 1, 1970. This will result in the layoff of three employees. This is being done for economic reasons."

DECISION: (Change of Operations - Transcript Pgs. 155-157/ - 11/11/70)  
M/m/s/c/ that the company's request be approved as clarified on the record.

---

Case #  
11-70-5553

Yellow Freight System

Change of  
Operations

Local involved: 431, Fresno, Calif.

Yellow Freight System has purchased the permits of American Cartage covering sections of California which we will serve out of Fresno.  
We will absorb one man in accordance with Article 5, Section 3, Paragraph 3, of the National Master Freight Agreement.  
This operation has been put into effect and is an Agreed-To-Change.

DECISION: (Change of Operations - Transcript Pgs. 22-23/ - 11/9/70)  
M/m/s/c/ that the company's request be approved as clarified on the record.

---

Case #  
11-70-5659

United-Buckingham Freight Lines

Change of  
Operations

Locals involved: 190, Billings, Montana  
448, Missoula, Montana

The Company desires to set up a meet and turn run between Billings and Missoula, Missoula for example a point such as Three Forks, when we are out of balance on loads and short of Billings drivers in order to expedite the freight.

DECISION: (Change of Operations - Transcript Pgs. 358-360/ - 11/13/70)  
M/m/s/c/ in Cases 11-70-5659 and 11-70-5660, these two cases be referred to the Multi-Conference Change of Operations Committee which heard and approved the original change for disposition.

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Case #  
11-70-5660

United-Buckingham Freight Lines

Change of  
Operations

Local involved: 190, Billings, Montana

The Company wishes to abolish the following three bids:

- (1) Billings to Great Falls Division.
- (2) Billings to Bismarck Division (2).
- (3) Billings to Sheridan Turn (1).

Change due to economic reasons and predicated by new Change of Operation.

DECISION: The decision in Case #11-70-5659 applies.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington  
11-70-5667

Change of Operations Company involved: Hogland Transfer Company  
Ralph Davis is requesting workaroud for all days worked by  
Everett driver in Seattle from September 4, 1970.

DECISION: (Change of Operations - Transcript Pgs. 333-337/ - 11/13/70)  
M/m/s/c/ that based on the facts presented to this committee it is our determination  
that Mr. Davis be offered employment opportunities at Everett and his seniority shall  
be dovetailed on the Everett board.

---

Case # Associated Freightlines  
11-70-5694

Change of Operations Locals involved: 431, Fresno, Calif.  
468, Oakland, Calif.

The Company wishes to relocate one tractor and one driver from  
Local 468 to Local 431.

DECISION: (Change of Operations - Transcript Pgs. 148-153/ - 11/11/70)  
M/m/s/c/ that the company's request to redomicile one man from Oakland to Fresno  
be approved as clarified on the record, to be effective no sooner than December 1, 1970.  
The opportunity to relocate shall be offered to the Oakland line board on a seniority  
basis. The company's obligation to pay moving expenses shall continue for a period  
of three months from the effective date of the change.

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MAIN COMMITTEE

COMMITTEE FOR LOCAL OPERATIONS (P & D)

DISCHARGES & WARNING LETTERS

JOINT COUNCIL #7 COMMITTEE

THESE CASES APPEAR IN NUMERICAL ORDER



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-8-3562 Ringsby Truck Lines

Joint The Company is trapping American President Lines vans at the  
Council #7 consignee or shippers in Local 70 jurisdiction. The shipper or  
Dispute consignee is loading or unloading the freight.  
The Union's position was that the driver should remain with the  
van.

DISPOSITION: Postponed.

---

Case # Local 85, San Francisco, California, and  
2-8-3580 Delta Lines, Inc.

Joint Whether or not air freight picked up at the airport is, or is not,  
Council #7 connecting carrier freight.  
Dispute

DISPOSITION: Postponed.

---

Case # Local 70, Oakland, California, and  
2-9-4370 System '99'

Joint Union feels that Emmett Blount should be established at the  
Council #7 doubles rate of pay as he drives four or five days per week and  
Dispute has been doing this for a period of one year or more.

DISPOSITION: Settled and Withdrawn.

---

Case # Encinal Terminal Container Division, and  
2-9-4374 Local 85 - San Francisco, California

Joint It was the position of the Union that the Company cannot pick and  
Council #7 drop with Local 70 men within Local 85's jurisdiction.  
Dispute It was the position of the Company that they can by the contract  
article and agreements made by the Union with other carriers.

DISPOSITION: Postponed.

---

Case # Local 287, San Jose, California, and  
2-9-4376 Pacific Motor Trucking

Joint Union claims consignee cannot put loaded pallets on their rollers  
Council #7 for one driver to push into van and hand stack same.  
Dispute

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 70, Oakland, California, and  
 5-9-4598 Los Angeles-Seattle Motor Express

Joint Classification. The grievant is classified as a platform man.  
 Council #7  
 Dispute

DISPOSITION: Settled and Withdrawn.

---

Case # Local 255, Portland, Oregon, and  
 8-9-4732 Consolidated Freightways

Automotive Local 255 is in dispute with Consolidated Freightways over a  
 Dispute change of hours for shift premium pay for the Parts Room employees.

DISPOSITION: Postponed.

---

Case # Local 70, Oakland, California, and  
 8-9-4801 Navajo Freight Lines

Joint Union requesting the permanent hostler's rate of pay be paid to  
 Council #7 Mr. Edley and also request all back monies due.  
 Dispute

DISPOSITION: Settled and Withdrawn.

---

Case # Local 287, San Jose, California, and  
 8-9-4809 Interstate Motor Lines

Joint Shippers/Consignees fork lift entered a van with palletized freight  
 Council #7 which was then unstacked by hand from the pallets and restacked  
 Dispute by hand in the trailer.

DISPOSITION: Postponed.

---

Case # Local 208, Los Angeles, California, and  
 11-9-4940 Moser Trucking

P & D For and on behalf of Robert E. Carney: On Saturday, August 2nd,  
 Dispute and Saturday, August 9, 1969, the Company used junior men,  
 Don Palmer and Derick Garner, without asking Bob Carney.  
 This claim is for 22 1/2 hours at the overtime rate.

DISPOSITION: Postponed.

---

Case # Local 150, Sacramento, California, and  
 2-70-5074 Union Transportation Company

Full Load Union requests Company post all equipment for bid.  
 Dispute

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case #  
2-70-5090

Pacific Intermountain Express, and  
Local 224, Los Angeles, California

Master  
Dispute

Proposed Change in Payroll Procedure-Los Angeles Line Drivers

Change payroll procedure for Los Angeles line drivers to pay bi-weekly, every other Saturday, for two weeks' trips begun after 12:01 A.M. on the third preceding Sunday up through 12:00 midnight on previous Saturday.

DISPOSITION:

Withdrawn.

---

Case #  
2-70-5161

Local 70, Oakland, California, and  
Transcon Lines

Joint  
Council #7  
Dispute

Union states that 18 swing shift employees have been receiving the fork lift pay whether or not they performed any fork lift duties during their shifts. Claim the Company discontinued this and requests that the Company be required to reinstitute this personalized rate for the employees in question.

DECISION:

(Joint Council #7 Committee - Transcript Pgs. 2-7/ - 11/11/70)  
M/m/s/c/ based on the facts presented, the claim be denied.

---

Case #  
2-70-5164

Local 85, San Francisco, California, and  
Pacific Motor Trucking

Joint  
Council #7  
Dispute

Night hostler picked up freight at the Air Freight Terminals at San Francisco Airport. Is this payable at 1 1/2 overtime as pickup and delivery outside of regular daylight hours?

DISPOSITION:

Postponed.

---

Case #  
5-70-5231

Local 146, Colorado Springs, Colorado, and  
Rio Grande Motor Way, Inc.

P & D  
Dispute

Daniel Jardon states: I am claiming 2 1/2 hours premium pay for March 4/70 when Robert Graham who is a twenty percenter was called in ahead of me. He punched in at 5:00 A.M. My bid starting time is 7:00 A.M. He was given a half hour overtime at the bottom of the shift, plus a 2 hour early call-in. There is no 5:00 A.M. regular shift, but this man is being called in regularly at this time.

DISPOSITION:

Postponed.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 146, Colorado Springs, Colorado, and  
5-70-5232 Rio Grande Motor Way, Inc.

P & D Richard H. Polage states: On February 26, 27, and March 5th,  
Dispute Bob Graham was asked by Bob Harbeke to come to work at 4:30 a.m.  
On February 26th, 6:00 A.M. on February 27th, and 5:00 A.M.  
on March 5th. These are not regular shifts and would be considered  
premium times. I am time slipping for this time - 2 1/2 hours  
on February 26th, 1 hour on February 27th and 2 hours on March  
5th at time and one-half.

DISPOSITION: Postponed.

---

Case # Local 146, Colorado Springs, Colorado, and  
5-70-5233 Rio Grande Motor Way, Inc.

P & D Richard Polage states: I am claiming 2 hours premium pay for  
Dispute March 6/70 and 2 hours premium pay for March 10th.

DISPOSITION: Postponed.

---

Case Local 70, Oakland, California, and  
5-70-5311 Wisinger Trucking Company

Joint Miscellaneous grievances have been filed with the Company. The  
Council #7 Union claims these should be settled at the Joint Council #7 Grie-  
Dispute vance level.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 85, San Francisco, California, and  
5-70-5315 Valley Copperstate

Joint Union claims six days pay for M. Ovalle, also six days pay for  
Council #7 R. Federicka.  
Dispute

DISPOSITION: Settled and Withdrawn.

---

Case # Local 386, Modesto, California, and  
5-70-5328 Associated Freight Lines

P & D Union claims Company worked 8 employees April 6/70 and laid  
Dispute off down to 5 employees on April 7/70, and asks 80% of highest  
number of employees put to work in week of April 6/70 be guaranteed  
a 40-hour week pay.

DISPOSITION: Postponed.

---

Case # Local 386, Modesto, California, and  
5-70-5330 Delta Lines

P & D Union asking 80% of highest number of employees put to work in week  
Dispute of April 6/70 be guaranteed a 40-hour week pay. Company worked 21  
employees April 6/70 and laid off down to 11 employees on April 7/70.

DISPOSITION: Postponed.

---



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 315, Martinez, California, and  
5-70-5332 Pacific Intermountain Express

Tanker Union is asking pay for top man off and available when Texas  
Dispute team came into area on February 13/70, loaded at Standard Oil  
in Richmond, and delivered load to Millford, Michigan.

DISPOSITION: Settled and Withdrawn.

---

Case # Joint Council #37, and  
8-70-5378 Employers Affiliated with Truck Operators League of Oregon

P & D The Union contends the forty hour guarantee should be determined  
Dispute by the work performed by employees the previous week. Those  
employees in the 80% bracket should be entitled to the 40 hour  
guarantee the following week.

DECISION: (Main Committee - Transcript Pgs. 392-393 / - 11/13/70)  
M/m/s/c/ the money claim in this case is denied and the interpretation of Article 59  
pertaining to the workweek guarantee in the Pick-Up & Delivery Contract will be as  
follows:  
80% (or 85% where applicable) of the highest number of regular employees worked in  
any one day in a workweek shall be guaranteed 40 hours for that week. This does not  
include casuals.  
When casuals are used the interpretation of the workweek guarantee remains as it was  
previously. In other words, add the casuals to the number of regular employees worked  
during the workweek and 80% (or 85%) of the highest number of men worked three days  
in that week shall be guaranteed 40 hours in that workweek.  
This interpretation shall be effective and shall apply beginning January 4, 1971 to all  
areas. There shall be no retroactivity on claims prior to this date.

This decision also applies to Case #8-70-5416.

---

Case # Local 17, Denver, Colorado, and  
8-70-5380 Consolidated Freightways

P & D Paul Gaidos is filing pay claim for April 8th and 9th, 10th, April  
Dispute 13, 14, and 15th, 1970. Was laid off these days and is in the top  
80% which entitled him to a guarantee of 40 hours per week, 8  
hours per 6 days.

DISPOSITION: Withdrawn without prejudice.

---

Case # Local 17, Denver, Colorado, and  
8-70-5382 Consolidated Freightways

P & D Albert Spahn was told not to report for work on June 2/70 which  
Dispute is his birthday. Filing for double time for 8 hours, since he was  
deprived of his overtime because a casual worked. Pay claim is  
for \$68.32.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 17, Denver, Colorado, and  
8-70-5386 Hennis Freight Lines

P & D Robert E. Williams states: On April 17/70 the Company worked  
Dispute 3 men; this makes me in the 80% group for that week. The company  
worked Charles Savacool and Kenneth Mitchell on April 17/70.  
Pay claim is for 24 hours.

DISPOSITION: Withdrawn without prejudice.

---

Case # Local 17, Denver, Colorado, and  
8-70-5392 Pacific Intermountain Express

P & D Harold Fletcher states: The company laid off bottom 20%, my  
Dispute shift starting time is 8:30 a.m. till 5:30 p.m. They called me  
back at 12:00 p.m. sent me home at 8:30 a.m. at my starting time.  
I am filing for half time from 12:00 to 8:30 and straight time from  
8:30 to 5:00, my regular shift.

DISPOSITION: Withdrawn without prejudice.

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Case # Local 17, Denver, Colorado, and  
8-70-5393 Pacific Intermountain Express

P & D Joseph F. Musich states: I was told to come in at midnight on  
Dispute April 9/70. I did. I have an 80% seniority date, January 11/62.  
My bid is 0800, Monday thru Friday, therefore, I am filing for  
7 1/2 hours overtime on an early call-in. Pay claim is for \$44.10.

DISPOSITION: Withdrawn without prejudice.

---

Case # Local 17, Denver, Colorado, and  
8-70-5394 Pacific Intermountain Express

P & D Melvin Shootman states: I was told to come in at midnight on  
Dispute April 9/70. I am in the 80% seniority date is June 19/62. My  
bid is 0830 Monday thru Friday. Therefore, I am filing for 8  
hours overtime on an early call-in. Claim is for \$47.04.

DISPOSITION: Withdrawn without prejudice.

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Case # Local 150, Sacramento, California, and  
8-70-5407 California Motor Express

P & D The Union was protesting the bid position of a 3:00 a.m. bobtail,  
Dispute and a 3:00 a.m. tractor driver. They stated that it was their  
opinion that the bid had been abused because the drivers were used  
as dock men for the first four hours of their shift.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
8-70-5408 System '99'

Office Union claims violation of Rider #R-166, MS#28, Section 2.  
Dispute Union claims no one was on strike in Sacramento and no one  
refused to go to work.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 551, Lewiston, Idaho and United Buckingham Freight Lines  
8-70-5415 Local 741, Seattle, Washington, and United Buckingham Freight Lines  
Local 690, Spokane, Wash., and United Buckingham Freight Lines

P & D Local 313, Tacoma, Washington, and T.I.M.E., DC. Inc.  
Dispute Local 741, Seattle, Washington, and T.I.M.E., DC., Inc.

Local 551, Lewiston, Idaho, and Garrett Freightlines  
Local 551, Lewiston, Idaho, and Garrett Freightlines  
Local 551, Lewiston, Idaho, and Consolidated Freightways

CASE #2736 (U) - Local 551 - United Buckingham Freight Lines

David Favor claims 40 hour guarantee for week of April 2nd. (Article 57, Section 1 (d))

CASE #2738 U) - Local 741 - Seattle - United Buckingham Freight Lines

Claim 8 hours pay for April 13th when Ray Sneesby and all other P.U.D. dock employees at Seattle terminal were laid off and who were in the 80% bracket.

CASE #2745 (U) - Local 690 - Spokane - United Buckingham Freight Lines

Requesting the 40 hour guarantee for all employees on the City Pick-Up & Delivery bid and Automotive Supplement effective November 17, 1969 through May 15, 1970, and overtime for all employees the Company moved off their bid starting times to a different starting time since April 13, 1970 and until the Company puts the employees back on their bid and starting times as posted and bid by the Company under the past practice P.U.D. and Automotive Supplement in the City of Spokane.

CASE #2761 (U) - Local 313 - Tacoma - T.I.M.E., DC. Inc.

Filing for 23 days pay for 11 men in violation of Article 57, Section 1. 'Eighty per-cent of the regular driver employees shall be guaranteed forty hours of work or pay.' This case will apply to Consolidated Freightways, Blackball Freight and Pozzi Transportation Company of Tacoma, all of whom are in violation of the above article.

CASE #2762 (U) - Local 741 - Seattle - T.I.M.E., DC. Inc.

On behalf of Raymond Armstrong and all other P.U.D. Dock Workers at T.I.M.E.DC. we claim a guaranteed 40 hour week for all men laid off that fell in the 80% bracket on April 6th and 7th.

CASE #2788 (U) - Local 551 - Lewiston - Garrett Freightlines

A. F. Jones, L. Arnone, V. E. Buhman, C. B. Candler claim 40 hours guarantee when Company did not work April 6th, but worked April 7-4-10 with a total of 13 regular employees. 13 x 80 --- 10.4 not included in this claim was Curtis Weston who worked but as a sick employee replacement, should the committee count the sick employee replacement then David Freeman also should receive 40 hour guarantee.

CASE #2791 (U) - Local 551 - Lewiston - Garrett Freightlines

Paul Evans claims 40 hour guarantee for week of April 6th when company worked 7 regular employees 7 x 80%---5.6. Evans is #6 on the seniority list.

CASE #2798 (U) - Local 551 - Lewiston - Consolidated Freightways

Clifford Lovejoy claims 40 hour guarantee for week of April 6th when company worked three regular employees during the week 3 x 80%--2.4. Lovejoy is #2 on seniority list.

JSC Motion: That Cases #2736-38-45-61-62-88-91-98, all involving the 80/20 principle, be governed by the principles and formula set forth in the letter of Arthur L. Griswold addressed to all Power of Attorney Members, Labor Relations Division of Washington Trucking Associations, Inc. dated April 14, 1970.

Deadlocked Washington JSC May 20, 1970.

August, 1970 JWAC Action: Postponed.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
8-70-5416 Consolidated Freightways

P & D The Union contends that the Company is in violation in the manner  
Dispute it is applying the "80-20" formula for determining the 40-hour  
guarantee.

DECISION: (Main Committee - Transcript Pgs. 389-393/ - 11/13/70)  
M/m/s/c/ the money claim in this case is denied and the interpretation of Article 59  
pertaining to the workweek guarantee in the Pick-Up & Delivery Contract will be as  
follows:  
80% (or 85% where applicable) of the highest number of regular employees worked in  
any one day in a workweek shall be guaranteed 40 hours for that week. This does not  
include casuals.  
When casuals are used the interpretation of the workweek guarantee remains as it was  
previously. In other words, add the casuals to the number of regular employees  
worked during the workweek and 80% (or 85%) of the highest number of men worked  
three days in that week shall be guaranteed 40 hours in that workweek.  
This interpretation shall be effective and shall apply beginning January 4, 1971 to all  
areas. There shall be no retroactivity on claims prior to this date.

This decision shall also apply to Case #8-70-5378.

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Case # Local 386, Modesto, California, and  
8-70-5419 Associated Freight Lines

P & D Union asks difference in overtime when on 2-2-70, Company used  
Dispute casual (Joe Rabero) to replace regular employee (Bill Kinnick)  
on overtime.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
8-70-5433 Pacific Motor Trucking

O-T-R Local 81 is in dispute with PMT over their denial of a runaround  
Dispute claim of R. L. Bowman and T. Gilbert on June 25/70, when the  
Company sent a piggyback out.

DECISION: (Main Committee - Transcript Pgs. 41-52/ - 11/9/70)  
M/m/s/and Deadlocked that the claim of the Union be denied.  
M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

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Case # Local 150, Sacramento, California, and  
8-70-5440 Sacramento Auto Truck Company

O-T-R Union claims all monies lost for Decker and Egy from February  
Dispute 26/70 to date of hearing, when non-bargaining unit people per-  
formed work and they were laid off.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 315, Martinez, California, and  
 8-70-5446 Pacific Intermountain Express

Tanker Union claims runaround from San Pablo to Leesburg, Ohio,  
 Dispute when Texas team performed work.

DISPOSITION: Settled and Withdrawn.

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Case # Local 741, Seattle, Washington, and  
 8-70-5468 T.I.M.E., DC., Inc.

O-T-R Company in violation of agreed upon dispatch rules between  
 Dispute Locals 741 and 180, as agreed upon by meeting ordered by  
 JWAC in June, 1968.

DISPOSITION: Settled and Withdrawn.

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Case # Local 961, Denver, Colorado, and  
 8-70-5476 The Ringsby System

O-T-R Merle L. Allison claiming pay for all bid runs cancelled on his  
 Dispute bid night. Claiming pay for round trip to Grand Junction, Colorado  
 and return, one round trip April 26/70, return April 27/70 (May  
 5/70 and May 6/70), May 11/70 and May 12/70 (May 13/70 and  
 May 14/70) (May 17/70 and May 18/70 (May 19/70 and May 20/70)  
 May 25/70 and May 26/70) (May 27/70 and May 28/70) May 31/70  
 and June 1/70) June 4/70 and June 5/70) Total of 10 round trips.

DECISION: (Main Committee - Transcript Pgs. 244-277/ - 11/11/70)  
 M/m/s/and Deadlocked that the runarounds claimed by the Union be paid and that the  
 Company has a continuing obligation until they meet the requirements of Article 1,  
 Section 3.

M/m/s/ and did not receive a majority vote "that this case go to Arbitration."

Note: Cases #8-70-5476 and #8-70-5478 were heard together.

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Case # Local 961, Denver, Colorado, and  
 8-70-5478 The Ringsby System

O-T-R Cecil Clark states: Claiming one round trip to Vernal, Utah, for  
 Dispute every time I have been cancelled on my bid run. April 27, 29,  
 May 3, 7, 11, 13, 19, 25, 31, June 4. Claiming 11 round trips.

DECISION: The decision in Case #8-70-5476 applies.

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Case # Local 468, Oakland, California, and  
 8-70-5486 Transcon Lines

Discharge Union protests discharge of C.F. Mittelbuscher dated May 26/70.  
 Union claims man improperly terminated and should retain his  
 seniority with the Company.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-70-5493 Consolidated Freightways

Joint Claiming penalty pay and same from Consolidated Freightways.  
Council #7  
Dispute

DECISION: (Joint Council #7 - Index Page III )  
Union claim denied.

---

Case # Local 70, Oakland, California, and  
8-70-5494 Garrett Freight Lines, Inc.

Joint Union requests one days sick leave pay for Walter Lee Henderson,  
Council #7 Jr. at the applicable rate.  
Dispute

DECISION: (Joint Council #7 Committee - Index Page IV)  
Union claim denied.

---

Case # Local 70, Oakland, California, and  
8-70-5495 Interstate Motor Lines

Joint Claim for hostlers rate of pay based on past practice. Union  
Council #7 requests that John Kowalski be paid at the hostlers rate of pay  
Dispute for May 25, 1970.

DECISION: (Joint Council #7 Committee - Transcript Pgs. 8-11/ - 11-11-70)  
M/m/s/c/ based on Article 62, "Within 60 days of the issuance of this supplemental agreement to affect unions and employers, all past practices mutually agreed to shall be reduced to writing and signed by said employer and local union. Failure of the parties to comply with this requirement shall result in the alleged practice becoming null and void. Any and all existing written agreements will be subject to renewal, approval in writing by both parties within this 60 day period named."

---

Case # Local 70, Oakland, California, and  
8-70-5496 Interstate Motor Lines

Joint Application of sick leave. Union requesting sick leave pay for Ed  
Council #7 Rose for April 7, 1970.  
Dispute

DISPOSITION: (Joint Council #7 Committee - Transcript Pgs. 12-14/ - 11/11/70)  
Settled and Withdrawn.

---

Case # Local 70, Oakland, California, and  
8-70-5497 Pacific Intermountain Express

Joint Claim for sick leave pay for Howard Marks. Union requesting day's  
Council #7 pay for each day Howard Marks claims sick leave.  
Dispute

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
8-70-5498 Pacific Motor Trucking

Joint Claim for overtime pay. Union is requesting pay at time and one -  
Council #7 half for all hours worked by Edward DeRespinis and Fred Martinez  
Dispute prior to their starting time.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 70, Oakland, California, and  
8-70-5499 Peters Truck Lines

Joint Union claims a Local 85 man worked the local dock in Local 70  
Council #7 jurisdiction. Claim a member of Local 70 should have performed  
Dispute this work.

DECISION: (Joint Council #7 Committee - Transcript Pgs. 54-56/ - 11/11/70)  
M/m/s/c/ based on the facts in this case, the claim of the Union is upheld.

---

Case # Local 70, Oakland, California, and  
8-70-5500 Peters Truck Lines

Joint Union requests one day's pay at the overtime rate for each of six  
Council #7 seniority men who did not work on March 14, 1970.  
Dispute

DECISION: (Joint Council #7 Committee - Transcript Pgs. 57-65/ - 11/11/70)  
M/m/s/c/ based on the facts in this case, the claim is denied.

---

Case # Local 70, Oakland, California, and  
8-70-5501 Security Transportation

Joint Union requests one day's sick leave pay at the applicable rate for  
Council #7 Clarence Chestnut, Jr.  
Dispute

DECISION: (Joint Council #7 Committee - Index Pg. IV)  
Union claim denied.

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Case # Local 85, San Francisco, California, and  
8-70-5502 Pacific Motor Trucking

Joint Union claims all employees of Company to be paid full day's pay  
Council #7 for May 14/70, or difference of 7 1/2 hours pay.  
Dispute

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
8-70-5503 Pacific Motor Trucking

Joint Senior man was moved from graveyard shift at Redwood City when  
Council #7 this shift was abolished. Union feels he should have been given  
Dispute opportunity to bump into swing shift position at the San Francisco  
terminal, which is held by a junior man.

DISPOSITION: Postponed.

---

Case # Local 287, San Jose, California, and  
8-70-5508 Western Gillette, Inc.

Joint Money claim for men who punched in and did not finish the day.  
Council #7 Union requesting the employees that went to work receive the  
Dispute difference in pay for a full day.

DISPOSITION: Postponed.

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Case # Locals: 57, Eugene, Oregon - 81, Portland, Oregon - 223, Portland -  
8-70-5518 255, Portland - 324, Salem, Oregon, 962, Medford, Oregon, and  
Interstate-Five Trucklines, Inc.

Master The Unions contend that all present and laid off employees of  
Dispute Valley Copperstate System, in seniority order, must be given first  
opportunity for job opportunities at 1-5.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 741, Seattle, Washington, and  
8-70-5524 United-Buckingham Freight Lines

O-T-R Local 741 is in dispute with Company over mileage reductions.  
Dispute

DISPOSITION: Settled and Withdrawn.

---

Case # Local 17, Denver, Colorado, and  
11-70-5554 Burlington Truck Lines

P & D Robert Dunlap, on May 22/70, Burlington, gave a trailer load of  
Dispute B.T.L. to Yellow Freight; Yellow unloaded this unit at their dock.  
This work has been done in the past by B.T.L. people.

DECISION: (Committee Local Operations - Transcript Pgs. 2-7/ - 11/9/70)  
M/m/s/c/ that based on the facts presented in this case, the claim of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
11-70-5555 Illinois - California Express

P & D I.C.X. has sub-contracted work out to Admiral Merchants on  
Dispute July 3, 7, 8, 9, 14, and 15, 1970, while they had employees on layoff.  
We are asking that the two top senior men laid off be compensated.

DECISION: (Committee Local Operations - Transcript Pgs. 91-99/ - 11/13/70)  
M/m/s/c/ that this case be referred back to the parties for possible settlement and  
the committee retain jurisdiction.

---

Case # Local 17, Denver, Colorado, and  
11-70-5556 I.M.L. Freight, Inc.

P & D Local 17 is filing this grievance in behalf of Albert Palm, the  
Dispute Company sent him to the doctor for a company release before he  
returned to work. Pay claim is for \$8.84.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 17, Denver, Colorado, and  
11-70-5557 Leeway Motor Freight

P & D Samuel N. Camino states: On May 21/70, I told the company my  
Dispute birthday was May 26/70; they told me not to report for work.  
Leeway Motor Freight then hired a leaser to come in and work.  
The leaser worked 5 1/2 hours. I am filing for double time because  
they should have called me. Pay claim is for \$47.52.

DECISION: (Committee Local Operations - Transcript Pgs. 12-15/ - 11/9/70)  
M/m/s/c/ that the claim of the Union be denied.

---

Case # Local 17, Denver, Colorado, and  
11-70-5558 Yellow Transit

Office Ivan Beatty states: I have been writing up the city bills on a manifest  
Dispute sheet for Yellow Transit for approximately 10 months. This has  
always been the work of Local 17 members.

DISPOSITION: Withdrawn.

---

Case # Local 45, Great Falls, Montana, and  
11-70-5559 Consolidated Freightways, Inc.

P & D Union stated that the case involved casual employees; this employer  
Dispute has a furniture warehouse and a freight warehouse, and casuals  
are required to work at the furniture warehouse as well as the  
freight warehouse, and it is the freight employees' position that  
the casuals used for the furniture warehouse should be included,  
as freight employees to determine who are the 85% employees  
and who are the 15% employees. Consequently, the claim for  
Ecklund is for eight hours at time and a half for June 24 which he  
contends he is entitled to.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
 11-70-5560 Consolidated Freightways

P & D Local 81 is in dispute with the company over Article 48, Section 16,  
 Dispute on behalf of Ray Harmon, who regularly works a six day week and  
 was paid only one day when he had to attend a funeral on Friday  
 and Saturday, August 21, and 22, 1970.

DISPOSITION: Postponed.

---

Case # Local 81, Portland, Oregon, and  
 11-70-5561 East Texas Motor Freight

Master Local 81 is in dispute with the Company over their violation of  
 Dispute Article 15 of the National Master Freight Agreement, in behalf of  
 James E. McMahan, who has retained sufficient seniority to work  
 under the Pick-Up & Delivery Supplemental Agreement.

DISPOSITION: Postponed.

---

Case # Local 81, Portland, Oregon, and  
 11-70-5562 Garrett Freightlines

O-T-R Local 81 is in dispute with the Company over their refusal to pay  
 Dispute D. B. Hilderbrand for windshield cleaning time. This is for 2/10  
 of an hour.

DISPOSITION: Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
 11-70-5563 Garrett Freightlines

O-T-R Local 81 is in dispute with the Company over their refusal to pay  
 Dispute Robert Graber's runaround claim when sleeper driver Wood was  
 dispatched on a Boardman turn.

DECISION: (Main Committee - Transcript Pgs. 291-297/ - 11/12/70)  
 M/m/s/c/ if the driver was notified prior to midnight, Sunday night, that he was to be  
 on an assigned sleeper, the claim will be paid. If it cannot be established that he was  
 notified prior to midnight, Sunday night, the claim is disallowed.

---

Case # Local 81, Portland, Oregon, and  
 11-70-5564 I. M. L. Freight Lines

Master Local 81 is in dispute with the Company over Article 6, Section 1  
 Dispute of the National Master Freight Agreement, involving the discon-  
 tinuance of two men on 100 lb. sacks of exempt commodities.

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 81, Portland, Oregon, and  
11-70-5565 McCracken Brothers Motor Freight

O-T-R Local 81 is in dispute with the Company over their failure to pay  
Dispute Loren Lambert the last leg of his double bid run on August 19/70,  
and August 26/70.

DECISION: (Main Committee - Transcript Pgs. 364-376 / - 11/12/70)  
M/m/s/c/ that the claim of the Union be upheld.

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Case # Local 81, Portland, Oregon, and  
11-70-5566 McCracken Brothers Motor Freight

O-T-R Local 81 is in dispute with the Company over their violation of the  
Dispute short line agreement, involving J. Lester Black, who was paid  
10 1/4 hours straight time; we are asking one-half time on two and one-  
half hours.

DISPOSITION: Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
11-70-5567 McCracken Brothers Motor Freight

O-T-R Local 81 is in dispute with the Company over their violation of the  
Dispute short line agreement involving J. Lester Black, who was paid  
10 1/2 hours straight time. We are asking two 8 hour shifts.

DISPOSITION: Withdrawn.

---

Case # Local 81, Portland, Oregon, and  
11-70-5568 Pacific Motor Trucking

O-T-R Local 81 is in dispute with the Company over their failure to pay  
Dispute an additional six hours minimum extra dispatch from Albany,  
Eugene and back to Portland for Robert A. Uding.

DISPOSITION: Postponed.

---

Case # Local 81, Portland, Oregon, and  
11-70-5569 Silver Eagle Company

Master Local 81 is in dispute with the Company over Article 6, Section 1,  
Dispute of the National Master Freight Agreement, involving the Company  
continually maintaining the heavy duty rate of pay for semi-work,  
but now have discontinued it.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
11-70-5570 T.I.M.E., D.C., Inc.

O-T-R Local 81 is claiming a runaround for Nichols and Smith, sleeper  
Dispute team.

DISPOSITION: Postponed.

---

Case # Local 81, Portland, Oregon, and  
11-70-5571 United-Buckingham Freightlines

O-T-R Local 81 is filing for E.E. Henderson two runaround claims denied  
Dispute by the Company when they failed to dispatch properly. They are  
on July 1/70 for \$33.76, and on August 18/70 in the amount of  
\$42.06.

DISPOSITION: Postponed.

---

Case # Local 150, Sacramento, California, and  
11-70-5572 Consolidated Freightways

P & D Union claims 8 hours double time for August 16, and for August  
Dispute 23/70, for Don Church. Union claims vacation relief man worked  
in place of regulars.

DECISION: (Committee Local Operations - Transcript Pgs. 8-11/ - 11/9/70)  
M/m/s/c/ that the claim of the Union be allowed.

---

Case # Local 150, Sacramento, California, and  
11-70-5573 Ringsby Truck Lines

P & D Case #CV-70-3089: Union claims money lost from May 25/70  
Dispute through June 5/70 when Stockton men performed work of laid off  
Sacramento men.  
Case #CV-70-3092: Union claims money for Martinez when  
Stockton man worked dock on May 28/70 and June 1 & 2/70.

DISPOSITION: Postponed.

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Case # Local 208, Los Angeles, California, and  
11-70-5574 Milne Truck Lines, Inc.

P & D Case #SC-4-70-6388: (Bruce L. DuPree). The Company, despite  
Dispute my protest, assigned a junior man to a run in my presence on  
Feb. 16/70, and he earned 4 hours and 45 minutes of overtime which  
I should have gotten. This is a violation of Article 48, Section 10, and  
all other facts pertinent to this case will be told the committee at  
time of hearing.  
Case #SC-4-70-6389: - Ken Tolstoy.  
Case #SC-4-70-6390: - Ken Tolstoy.  
Case #SC-4-70-6393: - Stan Strohl. (Similar cases)

DECISION: (Committee Local Operations - Transcript Pgs. 16-24/ - 11/9/70)  
M/m/s/c/ that the claims of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
11-70-5575 Milne Truck Lines, Inc.

P & D On behalf of Willard G. Bolten. On March 4/70, I was dispatched  
Dispute on pickups. I was told to exchange trucks with C. Harris. He  
worked 3 hours and 52 minutes overtime, which is my claim as  
I am the senior man.

DECISION: (Committee Local Operations - Transcript Pgs. 25-28/ - 11/9/70)  
M/m/s/ and Deadlocked that the claim of the Union be upheld.

Note: See Main Committee for final disposition.

DECISION: (Main Committee - Transcript Pg. 398)  
M/m/s/c/ that based on the facts in Case 11-70-5575 and also the fact that he was  
relieved by another regular employee, the claim of the Union is denied.

---

Case # Local 208, Los Angeles, California, and  
11-70-5576 Willig Transportation

P & D On behalf of: Vance Scott. The member showed a temporary  
Dispute license to the Company and on the following day would not work  
him (March 4/70), claiming it was not a valid license. The company  
put him on suspension and then put him back to work on March 5/70.  
This claim is for 12 hours - 8 hours straight time and 4 hours  
overtime.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 222, Salt Lake City, Utah, and  
11-70-5577 I.M.L. Freight, Inc.

P & D On June 25 and 26, and July 1, 2, and 3, 1970, the Company re-  
Dispute scheduled certain of its shifts. The claimants are all 80% employees  
with bid shifts starting at 00:30. The Company, mistakenly  
believing they were 20% employees, rescheduled their shifts on  
the days in question.  
The Union, on behalf of the employees, claims pay for the hours  
worked outside their regular bid shifts at the rate of time and  
one-half, and in addition thereto, claims 8 hours pay for each  
shift (bid shift) not worked.

DISPOSITION: Postponed.

---

Case # Local 223, Portland, Oregon, and  
11-70-5578 Garrett Freightlines

Office Local 223 is protesting the use of supervisory employees by the  
Dispute Company to do bargaining unit work.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 235, Orange, California, and  
11-70-5579 Consolidated Freightways

P & D In behalf of the senior available drivers, available for the weekends  
Dispute of February 1, 7, 8, 14, 15, 21, 22, and 28, March 1st, 7, 8, 14 and 15, Local 235 is claiming 8 hours at the premium rate on each day when the foreign sleeper teams from Chicago and Kansas City were in the terminal on these weekend days, broke their power and hooked their power without the local hostler present.

DISPOSITION: Postponed.

Case # Local 357, Los Angeles, California, and  
11-70-5580 Milne Truck Lines

P & D For and on behalf of Jesus Alvarez: My job is a bid tow-motor  
Dispute man. On the night of January 27/70 at 9:30 p.m., right after or shortly after, I was sent home by my supervisor Jim Wannar. They put Dayton Augustine, a bid loader, to run or operate the towmotor, which is my bid job, depriving me of my overtime. I am requesting 4 1/2 hours pay in the amount of \$28.05.

DECISION: (Committee Local Operations - Transcript Pgs. 75-81/ - 11/12/70)  
M/m/s/c/ that due to the fact Augustine had a 4:00 p.m. starting time the claim of the Union be denied.

Note: Cases #11-70-5580 and 11-70-5581 were heard together.

Case # Local 357, Los Angeles, California, and  
11-70-5581 Milne Truck Lines

P & D For and on behalf of: George Slaughter. Claiming 4 1/2 hours in  
Dispute the amount of \$28.03.

DECISION: The decision in Case #11-70-5580 applies.

Case # Local 357, Los Angeles, California, and  
11-70-5582 Yellow Freight Lines

P & D For and on behalf of 25 members listed below: During the calendar  
Dispute year of 1969 on each Saturday and Sunday overtime work was requested. The Sunday list consisted of 25 to 40 men. During the first six weekends of 1970, Sunday overtime has been requested twice. The normal Sunday function is to work in-bound freight, excluding hostlers. On January 25/70 no man worked. On Feb. 1/70 20 men worked; this amount being less than the normal amount worked during 1969. On Feb. 8/70, 6 men worked. Yet, during the week of February 1 through 7, 1970 inclusive, the Company subcontracted at least 24 in-bound trailers. These trailers being sent to three non-union companies. This being a violation of our contract, we men are requesting the following amounts of overtime that the Company should have worked us.

DECISION: (Committee Local Operations - Transcript Pgs. 48-56/ - 11/11/70)  
M/m/s/and Deadlocked that due to the fact that there was no freight given to foreign carriers while people were on layoff and there was no freight given to foreign carriers on Friday, Saturday or Sunday to deprive regular employees of overtime, the claim of the Union be denied.

Note: See Main Committee for final disposition.

DECISION: (Main Committee - Transcript Page 398)

M/m/s/c/ based on the facts in Case 11-70-5582, the claim of the Union be denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-70-5583 Yellow Freight Lines

P & D For and on behalf of Fred Fernandez Lorenzo: On Feb. 2, 3, and 4,  
Dispute 1970, Joe Laszacs, a yard hostler, was put to work on the dock  
and I was sent home at the end of our shift. I am the number one  
bid checker - loader on the dock, therefore, this constitutes a  
classification violation.

DECISION: (Committee Local Operations - Transcript Pgs. 57-63/ - 11/11/70)  
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

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Case # Local 396, Los Angeles, California, and  
11-70-5584 Di Salvo Trucking Company

P & D Local 396 on behalf of Jack L. Higham is asking for 3 hours and  
Dispute 15 minutes pay for Monday, February 2, 1970, at which time he  
suffered from an industrial injury.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 467, San Bernardino, California, and  
11-70-5585 City Transfer

P & D General Truck Drivers, Warehousemen and Helpers Union Local  
Dispute 467 hereby files a grievance under Article 43, Section 5, of the  
Pick-Up & Delivery Agreement against City Transfer on behalf of  
Sherman Dalsbury and James Krug. For any and all monies earned  
by sub-haulers Kooman and Sons on February 16/70.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 533, Sparks, Nevada, and  
11-70-5586 Delta Lines

P & D Union claims on 1st of August the Company wanted to use 4 hour  
Dispute casuals to load trucks at night. Company wants to use casuals other  
than regular men. Company should hire 2 more men and they can  
absorb them.

DISPOSITION: Postponed.

---

Case # Local 692, Long Beach, California, and  
11-70-5587 Container - Cartage Division - Consolidated Freightways

P & D Local 692 takes the position that Container & Cartage Division of  
Dispute Consolidated Freightways owes our member, Jim Greenleaf 8 hours  
pay at the regular hourly rate when on January 29/70, he was laid  
off. On January 29/70, there were nine loads to deliver. Mr.  
Greenleaf was laid off.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-70-5588 Sea - Land Freight Service

P & D Local 741 claims Company in violation of previous decision of  
Dispute Joint Western Area Committee in the matter of assigning weekend  
work.

DECISION: (Committee Local Operations - Transcript Pgs. 36-47/ - 11/10/70)  
M/m/s/c/ that the position of the Union be upheld and that the Company comply with  
the decision in Case #2-70-5058.

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Case # Local 983, Pocatello, Idaho, and  
11-70-5589 Consolidated Freightways

P & D This case involves the formula for determining the work week  
Dispute guarantees at the Company's Pocatello terminal.

DISPOSITION: Postponed.

NOTE: This case has been Withdrawn as per letter dated December 4, 1970.

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Case # Western Gillette, and  
11-70-5591 Local 70, Oakland, California

Master The Company requests the JWAC to approve its method of correction,  
Dispute under Article 6, of the National Master Freight Agreement, of  
vacation over-payment.

DECISION: (Main Committee - Transcript Pgs. 203-219/ - 11/11/70)  
M/m/s/c/ based on the facts in this case, it be referred back and the company and the  
Union meet with the individual employees involved and work out a method of repayment  
based on the individual's ability to pay.

---

Case # Local 81, Portland, Oregon, and  
11-70-5592 McCracken Brothers Motor Freight

O-T-R Local 81 is disputing the Company's violation of the short line  
Dispute agreement. This dispute is filed on behalf of Robert G. Carnes,  
and we are asking for 3 1/2 hours on July 12/70, and three hours  
on July 19/70 for the same short line violation.

DECISION: (Main Committee - Transcript Pgs. 354-363/ - 11/12/70)  
M/m/s/c/ that the panel retain jurisdiction and it be referred back to the parties for  
possible settlement.

---

Case # Local 81, Portland, Oregon, and  
11-70-5593 O.N.C. Motor Freight System

O-T-R Local 81 is in dispute with O.N.C. over the violation of Article 53,  
Dispute Section 3, Paragraph (e) of the Western States Area Over-The-Road  
Supplemental Agreement, involving the Company dispatching Medford  
extra board men out ahead of regular Portland bid run drivers  
which is contrary to the agreed-to dispatch rules.

DISPOSITION: Withdrawn without prejudice.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 81, Portland, Oregon, and  
11-70-5594 Ringsby Pacific Ltd.

O-T-R Local 81 is claiming a runaround claim for A. E. Pepin as a result  
Dispute of the Company cancelling the first Umatilla turn on June 22/70.

DISPOSITION: Settled and Withdrawn.

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Case # Local 81, Portland, Oregon, and  
11-70-5595 T.I.M.E., DC., Inc.

O-T-R Local 81 is in dispute with T.I.M.E., DC. over the Company's dis-  
Dispute patch procedure of drivers M.E. Jones, R.W. Mann, I.G. Smith  
and M.D. Nichols, sleeper teams out of Portland.

DECISION: (Main Committee - Transcript Pgs. 302-303 / - 11/12/70)  
M/m/s/c/ that the rule covers Local 81 from this time forward and that there be no  
retroactivity.

---

Case # Local 180, Los Angeles, California, and  
11-70-5596 Consolidated Freightways

O-T-R Local 180 is asking for and on behalf of all drivers affected, pay  
Dispute for all runaround or trips lost when Consolidated sent loads by  
piggyback when they had men and equipment available and also  
drivers on layoff. These loads were piggybacked to Salt Lake City  
and Denver, Colorado.

DISPOSITION: Settled and Withdrawn.

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Case # Local 180, Los Angeles, California, and  
11-70-5597 T.I.M.E., DC., Inc.

O-T-R For and on behalf of all drivers affected, Local 180 is asking that  
Dispute they be paid all runaround claims due them on the following dates:  
December 1, 2, 3, 8, 9 and 10, 1969. Also November 17 and 18, 1969.

DISPOSITION: Settled and Withdrawn.

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Case # Local 180, Los Angeles, California, and  
11-70-5598 T.I.M.E., DC., Inc.

O-T-R Local 180 takes the position that drivers B. Pitts and E. Davidson  
Dispute are entitled to the difference in miles between a round trip from  
Los Angeles to Corning and return and a round trip from Los  
Angeles to Seattle and return.

DISPOSITION: Settled and Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
11-70-5599 T.I.M.E., DC. Inc.

O-T-R Joe Parrish and R. Seeley are asking to be compensated for 12 hours  
Dispute runaround pay to each.

DISPOSITION: Settled and Withdrawn.

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Case # Local 180, Los Angeles, California, and  
11-70-5600 T.I.M.E., DC., Inc. - LASME

O-T-R B. Davidson and B. Pitts are asking to be paid for the difference  
Dispute between a round trip from Los Angeles to Corning, California and  
return, and a round trip from Los Angeles to Seattle.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 180, Los Angeles, California, and  
11-70-5601 T.I.M.E., DC., Inc. - LASME

O-T-R M. Harmon and J. Robbins are asking to be paid the difference in  
Dispute a round trip from Los Angeles to Corning, and a round trip to  
Portland.

DISPOSITION: Settled and Withdrawn.

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Case # Local 70, Oakland, California, and  
11-70-5602 Sea-Land

Joint The Union claims that Terry Lopes worked 12 days for Sea-Land  
Council #7 and he should be put on the seniority list.  
Dispute

DECISION: (Joint Council #7 Committee - Transcript Pgs. 85-109/ - 11/11/70)  
M/m/s/c/ this case is settled and withdrawn, with the understanding that the man  
involved will work as a casual on a day-to-day basis, with the understanding that after  
three to six months, they will review it and try and work out steady employment for  
the man.

---

Case # Local 222, Salt Lake City, Utah, and  
11-70-5603 Garrett Freightlines

O-T-R Union claims a 2 hour minimum, contending that even though Losser  
Dispute went on the clock when he reported at 22:30, the minimum is payable  
if he is not actually on his way by the end of the 14th hour.  
The Company contends since Mr. Losser went on the clock when he  
reported at 22:30 and there was no subterfuge, the minimum is not  
payable.

DECISION: (Main Committee - Transcript Pgs. 286-290/ - 11/11/70)  
M/m/s/c/ based on the precedent established in JWC 8-3-987, the claim of the Union  
be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and  
11-70-5604 I.M.L. Freight, Inc.

Automotive James N. Martin, a Salt Lake hostler, is claiming 8 hours pay at  
Dispute time and one-half for Saturday, May 16/70, contending that although  
he bid to work the weekend, he was not awarded the work.

DISPOSITION: Withdrawn.

---

Case # Local 222, Salt Lake City, Utah, and  
11-70-5605 Pacific Intermountain Express

O-T-R The Union claims the difference in pay contending that under the  
Dispute dispatch rules, Powers was entitled to the Boise load.

DISPOSITION: Settled and Withdrawn.

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Case # Local 224, Los Angeles, California, and  
11-70-5606 Paxton Truck Company

Heavy- Local 224 on behalf of George M. Johnson claims 27 hours abuse of  
Specialized free time when he was laying over enroute between Flagstaff and  
Dispute Williams. He arrived on Monday, November 10, 1969, but the  
Company receiving the load would not unload it till Wednesday,  
November 12, 1969.

DECISION: (Main Committee - Transcript Pgs. 77-85/ - 11/10/70)  
M/m/s/c/ that the man was properly paid under the layover clause. However, if he  
was not paid an eight-hour guarantee for the miles driven on the 10th he shall be paid  
that eight hours.

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Case # Local 224, Los Angeles, California, and  
11-70-5607 Paxton Truck Company

Heavy- Case #SC-4-(3)-70-5820: Local 224 on behalf of John W. Oldham claims  
Specialized runaround on November 28/69 when Company dispatched sub-hauler  
Dispute from Montebello to Fontana, to San Leandro and back to Montebello.

Case #SC-4-(3)-70-5821: Runaround claim for Al L. Diendorf for  
November 28, 1969.

Case #SC-4-(3)-70-5822: Runaround claim for John L. Ellis for  
November 28, 1969.

DECISION: (Main Committee - Transcript Pgs. 86-99/ - 11/10/70)  
M/m/s/c/ based on the facts in this case, the claim be allowed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and  
11-70-5608 Valley Copperstate System

O-T-R Local 224 on behalf of driver Maurice Riganti claims two hours on  
Dispute January 1, 1970 and January 9/70 for checking equipment and various  
other duties that have always been paid in the past on the north  
runs at Valley Copperstate System.

DECISION: (Main Committee - Transcript Pgs. 105-115/ - 11/10/70)  
M/m/s/c/ the committee hold jurisdiction on the case and remand it back to Local 224  
and Local 495 and the Company to attempt to work out a mutually acceptable solution.

Case # Local 224, Los Angeles, California, and  
11-70-5609 Valley Copperstate System

O-T-R Case #SC-4-70-6264: On behalf of Louis J. Smeykal claims one-  
Dispute half hour on January 11/70, and one-half hour on January 15/70,  
total one hour terminal delay.  
Case #SC-4-70-6265: On behalf of Bob Kelly and all other drivers  
affected, claims terminal delay. Mr. Kelly is claiming 30 minutes  
on February 7/70 in Los Angeles, 30 minutes on February 12/70  
in Oakland, 30 minutes February 17/70 in Los Angeles, 15 minutes  
on February 19/70. (These claims were denied by the Company on  
these dates). Total - 2 3/4 hours.

DISPOSITION: Postponed.

Case # Local 310, Tucson, Arizona, and  
11-70-5610 Milne Truck Lines, Inc.

Master Money claim for Mike Prefling and Benny Nunez for heavy duty pay.  
Interpretation

DECISION: (Main Committee - Transcript Pgs. 100-104/ - 11/10/70)  
M/m/s/c/ that the case be referred back to the Joint State Committee to determine the  
issue on the facts as to whether or not a past practice existed, the company's past  
practice.

Case # West Transportation Company, and  
11-70-5611 Local 315, Martinez, California

Master Request for relief from a practice that no longer is equitable.  
Dispute

DECISION: (Main Committee - Transcript Pgs. 278-285/ - 11/11/70)  
M/m/s/c/that this matter be referred back to the parties with the recommendation  
from this committee that a formula be developed to wash out the premium pay during  
the life of the contract; the intent being that at the end of this contract the drivers  
should be paid on hours and miles in accordance with the contract.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 467, San Bernardino, California, and  
11-70-5612 McKeown Transportation Company

O-T-R General Truck Drivers, Warehousemen and Helpers Local 467  
Dispute hereby files a grievance against McKeown under Article 43 of the  
Over-The-Road Agreement on behalf of Walter Wright, et al.

DECISION: (Main Committee - Transcript Pgs. 31-39/ - 11/9/70)  
M/m/s/c/ that based on the Rider and Agreement between the parties in Article 2,  
Section 1 (a) the single-man operation is entitled to take a fifteen minute coffee break  
within each eight hour tour of duty, except when it is impractical for either of the  
above-described coffee breaks to be taken during the four-hour or eight-hour period,  
they may be combined, and the money claim be allowed.

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Case # Local 492, Albuquerque, New Mexico, and  
11-70-5613 Navajo Freight Lines, Inc.

Automotive Case #JSC-1569: Money claim on behalf of Frank Lujan - April 7,  
Dispute 8, and 11, and May 5 and 6.

Case #JSC-1: Work week dispute: E. Royball, H. Johnson, Dale  
Bobb, M. Gonzales, T. Gonzales, J. N. Valdez and F. Barros.

DECISION: (Main Committee - Transcript Pgs. 298-301/ - 11/12/70)  
M/m/s/c/ that based on the facts presented the claim of the Union be allowed.

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Case # Local 495, Los Angeles, California, and  
11-70-5614 Consolidated Freightways

Automotive Local 495 in behalf of Milton Hicks, claims 8 hours pay at the pre-  
Dispute mium rate for each of the following dates: September 13, 20, 27/69 -  
October 4, 11, 18, and 25, 1969, when a tire company by the name of  
Geyer & Jones performed the tire work in the company yard.

DISPOSITION: Settled and Withdrawn.

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Case # Local 495, Los Angeles, California, and  
11-70-5615 General Transport Equipment Company

Automotive Case #SC-4-70-6223: On behalf of Harold Hutsell and Hal Boehm,  
Dispute claim monies in the amount of \$734.22 when on Feb. 2/70 company  
refused to pay for stolen tools that were taken from company  
premises that belonged to these men that the company required them  
to have in order for them to perform their duties.  
Case #SC-4-70-6224: On behalf of Ray Moreno, claim monies in  
the amount of \$200.00 when on Feb. 2/70 company refused to pay  
for tools that were stolen.

DISPOSITION: Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 495, Los Angeles, California, and  
11-70-5616 Pacific Motor Trucking

Automotive Local 495 in behalf of Floyd A. Brown claims 8 hours pay at the  
Dispute premium rate when company failed to guarantee him 40 hours and  
protest change of days off.

DECISION: (Main Committee - Transcript Pgs. 388/ - 11/13/70)  
M/m/s/c/ that the company was in violation of Article 57, Section 7, second paragraph,  
of the Western States Area Automotive Shop and Truck Servicing Supplement and is  
directed to return F. A. Brown to his regular assigned workweek prior to the notice  
of change of workweek of November 1969.

Case # Local 495, Los Angeles, California, and  
11-70-5617 Pacific Motor Trucking

Automotive Local 495 on behalf of George Burke claims 14 hours at the premium  
Dispute rate when on Feb. 2nd, 3rd and 4th, 1970, men outside of bargaining  
unit performed Local 495 work.

DISPOSITION: Withdrawn.

Case # Local 533, Reno, Nevada, and  
11-70-5618 O.N.C. Motor Freight System

O-T-R Union claims Ray Miller, Sacramento turnaround man, was left  
Dispute home on August 3 and 6, 1970, while Sacramento turns were pulled  
by other men.

DECISION: (Main Committee - Transcript Pgs. 220-233/ - 11/11/70)  
M/m/s/c/ based on the facts in this case, the claim be denied.

Case # Local 670, Salem, Oregon, and  
11-70-5619 Pacific Intermountain Express

O-T-R Local 670 is in dispute with the company over a dispatch claim for  
Dispute James W. Dawson, Jr.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and  
11-70-5620 Best Way Motor Freight

Master Local 741 requests payments at the appropriate rate from the company  
Interpretation for Peter Lascich on Health and Welfare payments until November  
hours 1970. This claim is due to on-the-job injury in September,  
1969.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 741, Seattle, Washington, and  
11-70-5621 Consolidated Freightways

O-T-R Under Article 61 of the WSA-OTR Supplement, Local 741 requests  
Dispute holiday pay from Consolidated for Hans Goettsche for Memorial  
Day, May 30, 1970.

DECISION: (Main Committee - Transcript Pgs. 53-55/ - 11/9/70)  
M/m/s/c/ the claim be upheld.

---

Case # Local 741, Seattle, Washington, and  
11-70-5622 Pacific Intermountain Express

O-T-R Local 741 protests P.I.E. bidding Humble Oil South area position  
Dispute and request Company cease and desist this bid until mutually agreed  
to by Local 741 and also Local 741 is requesting P.I.E. reimburse  
all senior drivers due to said illegal bid since July 1/70.

DECISION: (Main Committee - Transcript Pgs. 142-157/ - 11/10/70)  
M/m/s/c/ that the company and the union sit down and work out a mutually agreed to  
bid and in the process, attempt to work out the dispute over moneys lost. This  
committee will retain jurisdiction.

---

Case # Local 741, Seattle, Washington, and  
11-70-5623 T.I.M.E., DC., Inc.

Master Local 741 is in disagreement with the company on their application  
Interpretation of vacation benefits to employees who are laid off less than 120  
days but more than 30 days.

DISPOSITION: Settled and Withdrawn.

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Case # O.N.C. Motor Freight System, and  
11-70-5624 Local 856, San Francisco, California

Master Request for interpretation of bargaining units jurisdiction. When  
Interpretation the Company's computer system is being operated by a Lessee, is  
the Company's bargaining unit personnel required to be present?

DISPOSITION: Settled and Withdrawn.

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Case # Local 961, Denver, Colorado, and  
11-70-5625 Navajo Freight Lines, Inc.

Automotive James Hebenstreit states the company is failing to recognize his  
Dispute seniority rights as provided for in the contract.

DISPOSITION: Withdrawn.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
11-70-5626 The Ringsby System

O-T-R Dave Lucerne and Harry M. Shunk state: No dispatch point, claims  
Dispute it is on travel orders. We do not get paid by travel orders, but by  
the trip sheet.

DISPOSITION: Settled and Withdrawn.

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Case# Local 961, Denver, Colorado, and  
11-70-5627 Ringsby Truck System

O-T-R Walter T. Killing claiming abuse of free time. Claim 1500 miles to  
Dispute Oakland and return and 8 1/4 hours delay when there were loads  
available.

DISPOSITION: Settled and Withdrawn.

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Case # Local 962, Medford, Oregon, and  
11-70-5628 Consolidated Freightways

O-T-R Local 962 is in dispute with Consolidated over their violation of  
Dispute Article 28, Section 3, of the Western States Over-The-Road  
Supplemental Agreement. The Union is claiming 8 1/2 hours in  
behalf of Andy Lynch.

DECISION: (Main Committee - Transcript Pgs. 56-62/ - 11/9/70)  
M/m/s/c/ the claim of the Union be upheld.

---

Case # Local 962, Medford, Oregon, and  
11-70-5629 Consolidated Freightways

O-T-R Local 962 is in dispute with the company over their violation of a  
Dispute 1961 Change of Operations Agreement involving Charles Cook  
and John McKay.

DECISION: (Main Committee - Transcript Pgs. 120-127/ - 11/10/70)  
M/m/s/c/ that based on the evidence that the company is not in violation of its 1961  
Change of Operations or the letter of August 2, 1961.

---

Case # Local 962, Medford, Oregon, and  
11-70-5630 Valley Copperstate System

O-T-R Union contends that the Company is no longer paying their men 30  
Dispute minutes for fueling their rigs at Albany on their Medford to Seattle  
runs. The Company did so in the past and since the employee is  
working in the service of the Company they are entitled to this as  
it is a past practice.

DECISION: (Main Committee - Transcript Pgs. 69-76/ - 11/9/70)  
M/m/s/c/ that all time in excess of 30 minutes properly itemized on fuel and check will  
be paid.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 17, Denver, Colorado, and  
11-70-5631 Pacific Intermountain Express

Discharge David Babcock protests his discharge of July 14, 1970.

DECISION: (Main Committee - Transcript Pgs. 377-387/ - 11/13/70)  
M/m/s/and Deadlocked that the claim of the Union be upheld and the man be reinstated with his seniority date and full back pay.  
NOTE: This case shall be submitted to umpire handling with H. L. Woxberg as the Arbitrator.

---

Case # Local 180, Los Angeles, California, and  
11-70-5632 Illinois - California Express

Discharge Local 180 on behalf of Carl Carr protests his discharge by ICX on March 10, 1970. The Company lists "abusive use of equipment" on trip #LA-456 as grounds for this action.

DECISION: (Alternate Main Committee - Transcript Pgs. 155-172/ - 11/11/70)  
M/m/s/c/ that the discharge be sustained.

---

Case # Local 208, Los Angeles, California, and  
11-70-5633 Accurate Cartage and Warehouse

Discharge Union protests the discharge of Jack D. Kautzer, dated April 20/70 alleging that he voluntarily quit his employment at this company.

DECISION: (Main Committee - Transcript Pgs. 337-353/ - 11/12/70)  
M/m/s/c/ that the man be restored to duty beginning the week of the 16th with full seniority and no back pay.

---

Case # Local 208, Los Angeles, California, and  
11-70-5634 Signal Trucking Service, Ltd.

Discharge John Curry protests his discharge of March 2/70 where company alleges he was drinking on duty. The allegation is unfounded and is not consistent to the facts.

DECISION: (Alternate Main Committee - Transcript Pgs. 56-66/ - 11/10/70)  
M/m/s/and Deadlocked that the termination of John Curry and Anthony Davis be reduced to a suspension and that they be returned to work with no back pay for time lost.  
NOTE: This case shall be submitted to umpire handling with H. L. Woxberg as the Arbitrator.

NOTE: Cases #11-70-5634 and #11-70-5635 were heard together.

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Case # Local 208, Los Angeles, California, and  
11-70-5635 Signal Trucking Service, Ltd.

Discharge Anthony Davis protests his discharge of March 2/70 where company alleges he was drinking on duty.

DECISION: The decision in Case #11-70-5634 applies.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 208, Los Angeles, California, and  
11-70-5636 Willig Transportation

Discharge On behalf of Vance Scott the Union is protesting termination notice dated March 11/70 and received March 13/70, claiming "dishonesty - failure to have valid California drivers license."

DECISION: (Alternate Main Committee - Transcript Pgs. 108-134/ - 11/11/70)  
M/m/s/c/ that Vance Scott be returned to work on his normal shift November 12, 1970 with full seniority rights, that he be compensated \$3,000 for time lost plus health and welfare and pension premiums and that the \$3,000 be paid to Vance Scott on the normal pay day, November 20, 1970.

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Case # Local 208, Los Angeles, California, and  
11-70-5637 Willig Transportation

Discharge On behalf of Raymond Long: Protesting termination notice dated March 10/70 and received March 12/70, claiming "failure to call or show for work."

DISPOSITION: Settled and Withdrawn.

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Case # Local 222, Salt Lake City, Utah, and  
11-70-5638 Pacific Intermountain Express

Discharge On behalf of Floyd L. Elliott the Union contends the circumstances do not warrant discharge. The driver on his own behalf claims mechanical failure, contending that the rear trailer was defective and pulled him to the right and that he had absolutely no brake control.

DECISION: (Alternate Main Committee - Transcript Pgs. 196-202/ - 11/12/70)  
M/m/s/c/ that based on the facts in this particular case the man be returned to work on November 30, 1970 with full seniority but with no back pay, the time off to be considered a suspension.

---

Case # Local 224, Los Angeles, California, and  
11-70-5639 Blackburn Truck Lines, Inc.

Discharge Local 224 on behalf of Fred V. Kinsey protests his discharge, alleged to be a voluntary quit as of March 11/70.

DECISION: (Alternate Main Committee - Transcript Pgs. 183-194/ - 11/11/70)  
M/m/s/c/ that Mr. Kinsey's termination be reduced to a suspension and that he be returned to work with full seniority but with no compensation for time lost.

---

Case # Local 224, Los Angeles, California, and  
11-70-5640 Blackburn Truck Lines, Inc.

Discharge Local 224 on behalf of William Logan protests his discharge alleged to be a voluntary quit as of February 27, 1970.

DECISION: (Alternate Main Committee - Transcript Pgs. 173-182/ - 11/12/70)  
M/m/s/c/ that the termination be changed to a suspension without pay and that the driver be given a warning letter for abandoning his equipment and the Company post a Company rule regarding this subject.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
11-70-5641 T.I.M.E., DC., Inc.

Discharge Joe Thompson protests his discharge of March 6, 1970.

DISPOSITION: Settled and Withdrawn.

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Case # Local 396, Los Angeles, California, and  
11-70-5642 Reliable Delivery Service

Discharge Local 396 on behalf of Claudia Ginbey is protesting termination notice of February 12, 1970, stating "voluntary Quit."

DISPOSITION: Settled and Withdrawn.

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Case # Local 439, Stockton, California, and  
11-70-5643 Cantlay-Tanzola

Discharge Union protests discharge of Ray Look, Sr.  
Company stated that at no time did they waive the probationary period and that the man did not meet their qualifications, therefore he was terminated as a probationary employee.

DECISION: (Alternate Main Committee - Transcript Pgs. 78-84/ - 11/11/70)  
M/m/s/c/ that based on the facts presented in this case, the man be compensated for eight hours a day for thirty-six days.

---

Case # Local 692, Long Beach, California, and  
11-70-5644 Advance Trucking

Discharge Local 692 protests the illegal layoff of our member, R.A. Carson, on February 16, 1970.

DECISION: (Alternate Main Committee - Transcript Pgs. 67-77/ - 11/11/70)  
M/m/s/c/ that the Company and the Union are instructed to select a third doctor, whose opinion shall be final. All medical records shall be made available to the third doctor, along with a job description.

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Case # Local 692, Long Beach, California, and  
11-70-5645 Rainbow Truck Company

Discharge Local 692 protests the termination of our member, Michael James White on March 24, 1970.

DECISION: (Alternate Main Committee - Transcript Pgs. 47-55/ - 11/10/70)  
M/m/s/c/ that the termination of Mr. White be reduced to a suspension and that he be returned to work at his normal starting time on November 16, 1970, with no pay for time lost.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 57, Eugene, Oregon, and  
 11-70-5646 McCracken Brothers Motor Freight

Warning Letter Local 57 is protesting warning letter issued to LeRoy Vaughn for reckless driving.

DISPOSITION: Withdrawn.

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Case # Local 81, Portland, Oregon, and  
 11-70-5647 I. M. L. Freight, Inc.

Warning Letter Local 81 is protesting the warning letter issued to Bobby L. Ray for failure to follow instructions.

DISPOSITION: Withdrawn.

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Case # Local 468, Oakland, California, and  
 11-70-5648 Transcon Lines

Warning Letter Gerald Cohen protests a warning letter on June 10, 1970 for preventable accident.

DISPOSITION: Postponed.

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Case # Local 533, Sparks, Nevada, and  
 11-70-5649 Wells Cargo

Warning Letter Union protests warning notice issued Lonny Steele on September 1/70. Union claims the driver on his own time talked to the mechanic about the truck. He had written it up five times and there was still something wrong with the truck. Mechanic admitted that something was wrong.

DECISION: (Main Committee - Transcript Pgs. 333-336/ - 11/12/70)  
 M/m/s/c/ based on the facts, the warning letter be upheld.

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Case # Local 741, Seattle, Washington, and  
 11-70-5650 Sea-Land Freight Service

Warning Letters Protest warning notices issued on May 25th and 26th concerning incidents occurring on May 20/70 to the following employees:

Robert L. Ennis	Dennis J. Raymond
Rex L. Cook	Marvin N. Kinunen
Jack B. Coffin	Melvin Gredig

DISPOSITION: Postponed.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-70-5651 Delta Lines, Inc.

Joint Union claims line driver performing Local driver's work. Claiming  
Council #7 all monies for local work.  
Dispute

DECISION: (Joint Council #7 Committee-Transcript Pgs. 66-67/ -11/11/70)  
M/m/s/c/ that based on the facts in this case, the claim of the Union be upheld.

Case # Local 85, San Francisco, California, and  
11-70-5652 Matson Terminals

Master Union claims that Matson Terminals ceased a portion of their opera-  
Dispute tions and subbed it out to Jones Stevedoring. This resulted in loss  
of employment for 3 teamsters. Union requests that men retain  
their seniority.

DISPOSITION: Postponed.

Case # Local 85, San Francisco, California, and  
11-70-5653 Pacific Motor Trucking

Joint Employees on the 4 to 12, and 12 to 8 A.M. shifts were being paid  
Council #7 at a 1 1/2 rate. Union requests this practice not be stopped.  
Dispute

DECISION: Joint Council #7 Committee - Transcript Pgs. 110-121/ - 11/12/70)  
M/m/s/c/ the claim of the Union is denied, and it is recommended by the committee  
that the parties, immediately or as soon as possible, sit down and reduce into writing  
their past practice in compliance with the current contract.

Case # Local 85, San Francisco, California, and  
11-70-5654 Pacific Motor Trucking

Joint Maintenance of Standards and Past Practice. Union requests time  
Council #7 and one-half on the 15 minutes twice a shift that the Employer was  
Dispute paying for the people on the 4 to 12 and the 12 to 8 shifts, and also  
for all other personnel that had been getting paid the coffee breaks.

DECISION: (Joint Council #7 Committee - Transcript Pgs. 123-127/ - 11/12/70)  
M/m/s/c/ that the decision in Joint Council 7 in Case No. LD-5425 still stands, and  
the claim for all other personnel is denied.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-70-5655 Wings and Wheels

Joint Employee worked 26 days in a 90-day period; he was paid an extra  
Council #7 three days because of delay in securing paycheck for him. Union  
Dispute claims that this would make 29 days that the man worked, and claims  
that Employer performed work on another day, that this man should  
have worked that day and is claiming runaround pay. If the man  
secures runaround pay for the thirtieth day, then the man should  
be entitled to seniority and pay for any days since the 30th day  
that anyone else worked.

DECISION: (Joint Council #7 Committee - Transcript Pgs.21-32/ - 11/11/70)  
M/m/s/and Deadlocked based on the facts in this case , the claim of the Union is upheld.

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Case # Local 287, San Jose, California, and  
11-70-5656 California Motor Express

Joint Union requesting an employee who has been paid at a higher rate of  
Council #7 pay not be reduced in pay because of bidding practices. Union claims  
Dispute that the employee be properly paid from the bid date.

DISPOSITION: Settled and Withdrawn.

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Case # Local 287, San Jose, California, and  
11-70-5657 California Motor Express

Joint Payment of Casual Health and Welfare hourly pay. Union requests  
Council #7 that all casuals receive monies they have not yet been paid.  
Dispute

DISPOSITION: Settled and Withdrawn.

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Case # Local 315, Martinez, California, and  
11-70-5658 Pacific Motor Trucking

Joint Union requests that men who are paid at a higher classification during  
Council #7 the work week continue to receive that higher classification when  
Dispute they are rotated on premium days even though they are employed at  
the lower classification work. Union requests "men to receive double  
pay for any work performed as in the past."

DECISION: (Joint Council #7 Committee- Transcript Pgs.51-53/ - 11/11/70)  
M/m/s/c/ based on the facts presented in this case, the claim of the Union be upheld.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # 11-70-5661 P & D Dispute

Cases #SC-7-70-6791 and 6792: For and on behalf of Dennis W. Smith. Under the 1970 Western States Area Supplement to the 1970 National Master Freight Agreement Article 45, Section 1, Article D. When the new contract was voted in on May 16, 1970, the Company owed me for 24 hours worked the raise that was voted in and made retroactive to April 1/70, or the amount of \$8.40. As I was fired from the Company on April 8/70, I believe that this amount should have been paid within 24 hours of the date the contract was voted in or by May 18/70. So under this agreement, filing for 8 hours pay for the following days: May 19, 20, 21, 22, 25, 26, 27, 28, 29 and June 1, 2, 3, or a total of 96 hours to this date of June 4/70 in the total amount of \$435.36. This includes the \$8.20.

DECISION: (Committee Local Operations - Transcript Pgs. 82-86/ - 11/12/70)  
M/m/s/c/ that the claim of the Union be denied.

Case # 11-70-5662 P & D Dispute

Local 357, Los Angeles, California, and Illinois - California Express

Cases #SC-7-70-6801 and 6802: For and on behalf of Loy Dale Guess. Filing for eight hours pay \$36.04 Birthday Pay for \$4.50 1/2 per hour. Case #6802: Harry H. Nance claiming 8 hours Birthday Pay at \$4.43 1/2 per hour in the amount of \$35.44.

DECISION: (Committee Local Operations - Transcript Pgs. 100-102/ - 11/13/70)  
M/m/s/c/ that the claims of the Union be denied.

Case # 11-70-5663 P & D Dispute

Local 357, Los Angeles, California, and Yellow Freight

For and on behalf of Randolph Benson. Birthday pay for May 11/70. I worked within 15 days of my birthday. Claiming 8 hours pay at \$4.43 1/2 per hour - total of \$34.48.

DECISION: (Committee Local Operations - Transcript Pgs. 64-66/ - 11/11/70)  
M/m/s/c/ that the claim of the Union be denied.

Case # 11-70-5664 P & D Dispute

Local 357, Los Angeles, California, and Western Gillette

Mark Stephenson is requesting holiday pay for Birthday, May 18/70

DECISION: (Committee Local Operations - Transcript Pgs. 104-106/ - 11/13/70)  
M/m/s/c/ that the claim of the Union be denied.

Case # 11-70-5665 P & D Dispute

Local 386, Modesto, California, and Delta Lines

Union requests two more bid jobs on 4:00 a.m. shift.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-70-5666 Consolidated Freightways, Inc.

P & D Requesting workaroud pay from Consolidated for E.J. Goodall in  
Dispute the amount earned by R.C. Baker, a junior man who worked on  
Sunday, September 20/70, and E.J. Goodall was not offered work.

DISPOSITION: Settled and Withdrawn.

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Case # Local 224, Los Angeles, California, and  
11-70-5668 Pacific Motor Trucking Company

O-T-R Frank Jeffries claims mileage pay for his trip on March 31/70. He  
Dispute claims 424 miles. Also filed on behalf of all drivers similarly affected.

DECISION: (Main Committee - Transcript Pgs. 116-119/ - 11/10/70)  
M/m/s/c/ that the driver be compensated for his round trip, the company to get  
credit for any moneys already paid on the trip. Where there was a picket line est-  
ablished involving any of these claims, there will be no claim.

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Case # Local 224, Los Angeles, California, and  
11-70-5669 Ringsby Truck Lines

O-T-R Local 224 on behalf of Lee Adams claims runaround when the  
Dispute Company refused to send the Salt Lake division run out on May 22/70.

DISPOSITION: Withdrawn.

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Case # Local 224, Los Angeles, California, and  
11-70-5670 Valley Copperstate System

O-T-R Local 224 on behalf of Robert A. Kelley and all affected drivers  
Dispute claims that the statement on their earnings is inadequate, and  
requests the Company to comply with the contract on this matter.

DISPOSITION: Postponed.

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Case # Local 741, Seattle, Washington, and  
11-70-5671 O.N.C. Motor Freight System

Interpretation Local 741 requests O.N.C. give Charles McHenry a seniority date  
of July 16/70, also reimburse him for all time lost due to Company  
illegally terminating him on September 15/70.

DECISION: (Main Committee - Transcript Pgs. 183-202/ - 11/11/70)  
M/m/s/c/ that the man was properly terminated.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case# Local 741, Seattle, Washington, and  
11-70-5672 T.I.M.E., DC., Inc.

O-T-R Local 741 is in dispute with the Company over their mileage deter-  
Dispute mination on Seattle to Los Angeles - Seattle to Hayward.

DECISION: (Main Committee - Transcript Pgs. 178-182/ - 11/11/70)  
M/m/s/c/ that based upon the memorandum of understanding between Joint Council 7  
and 42, the claim be denied.

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Case # Local 741, Seattle, Washington, and  
11-70-5673 United-Buckingham Freight Lines

O-T-R United-Buckingham in violation of the above article due to not using  
Dispute the main Post Offices in Seattle, Tacoma and Spokane to determine  
the proper miles due. Company is paying 322 miles Seattle to  
Spokane via Tacoma and Highway 18, when the chain miles is 327  
miles.

DECISION: (Main Committee - Transcript Pgs. 129-141/ - 11/10/70)  
M/m/s/c/ that the claim of the Union be upheld.

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Case # Local 224, Los Angeles, California, and  
11-70-5674 Pacific Motor Trucking

Discharge Local 224 on behalf of Cecil W. Cummins protests his discharge  
as of June 10/70.

DISPOSITION: Settled and Withdrawn.

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Case # Local 357, Los Angeles, California, and  
11-70-5675 California Motor Express

Discharge Local 357 protests discharge of Juan Galindo on June 5/70 while  
off on disability. Member was released by the doctor to return to  
work August 2/70; the company refused to put him to work. Claims  
a day's pay for each day the company denies him the right to work.

DECISION: (Main Committee - Transcript Pgs. 312-332/ - 11/12/70)  
M/m/s/c/ that based on the evidence presented in this case, the man was properly  
terminated.

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Case # Local 357, Los Angeles, California, and  
11-70-5676 T.I.M.E., DC. Inc.

Discharge Local 357 protests the discharge of Clifford Ash and Leonard Redd.

DECISION: (Main Committee - Transcript Pgs. 16-45/ - 11/10/70)  
M/m/s/c/ because Clifford Ash did not return to work as scheduled he voluntarily  
terminated his employment with T.I.M.E. -DC. Inc.  
That because Leonard Redd refused to perform work as directed he voluntarily termina-  
ted his services with T.I.M.E. DC, Inc.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 533, Sparks, Nevada, and  
11-70-5677 Consolidated Freightways

Discharge Union protests termination of Dave Snyder dated October 21, 1970.

DECISION: (Main Committee - Transcript Pgs. 304-311/ - 11/12/70)  
M/m/s/t/c/ that Dave Snyder be returned to work effective on his regular shift starting next week with no loss of seniority and no back pay.

---

Case # Local 741, Seattle, Washington, and  
11-70-5678 O.N.C. Motor Freight System

Discharge Requesting O.N.C. give Lex Eoff a seniority date of June 3/70 and reimburse Mr. Eoff for all time lost due to Company illegally terminating said employee since September 11/70.

DISPOSITION: Withdrawn.

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Case # Local 468, Oakland, California, and  
11-70-5679 T.I.M.E., DC. Inc.

Warning Letter Warning letter dated March 17, 1970 in the name of Jessie D. Butts.

DISPOSITION: Postponed.

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Case # Local 468, Oakland, California, and  
11-70-5680 Transcon Lines

Warning Letter Warning letter dated September 10, 1970 in the name of Paul A. Cormier.

DISPOSITION: Postponed.

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Case # Local 287, San Jose, California, and  
11-70-5681 Interstate Motor Lines

Joint Council #7 Dispute Union claims that a senior man is on the south run, and that on some Fridays part of a set is dropped and picked at Johnson and Johnson on the north side of town. A junior man is making this run, whereas the senior man is not allowed to.

DISPOSITION: Settled and Withdrawn.

---

Case # Local 287, San Jose, California, and  
11-70-5682 Pacific Motor Trucking

Joint Council #7 Dispute Union claims that men in question were bid doubles drivers, when two swing shift men went on vacation these two men were moved into their positions. Union feels that as casuals were called to work the day shift on Tuesday the two men should have been allowed to work it even though only 7 1/2 hours had elapsed since the end of their last shift.

DISPOSITION: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 94, Visalia, California, and  
11-70-5683 Muir Trucking

Master The Local Union claims that Muir Trucking is subcontracting work  
Dispute previously done by bargaining unit employees.

DISPOSITION: Settled and Withdrawn.

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Case # Local 150, Sacramento, California, and  
11-70-5684 California Motor Express

O-T-R Runaround claim for a Sacramento line driver when a Los Angeles  
Dispute driver was dispatched from San Francisco to Sacramento to pick  
up a load for San Francisco.

DISPOSITION: Postponed.

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Case # Local 208, Los Angeles, California, and  
11-70-5685 Pacific Motor Trucking

Discharge Local 208 protests the termination of Robert San Soucie.

DECISION: (Alternate Main Committee - Transcript Pgs. 136-154/ - 11/11/70)  
M/m/s/c/ that the man be returned to work with full seniority but with no money for  
time lost, which is to be considered a suspension.

---

Case # Local 208, Los Angeles, California, and  
11-70-5686 Pacific Motor Trucking

Discharge Local 208 wishes to protest the termination of Alex Maharas.

DISPOSITION: Settled and Withdrawn.

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Case # Local 222, Salt Lake City, Utah, and  
11-70-5687 Consolidated Freightways

P & D Money claim for 15% men who have not worked their 40 hours  
Dispute Monday through Friday and not being brought in on Saturday ahead  
of 85% men.

DECISION: (Committee Local Operations - Transcript Pgs. 87-90/ - 11/12/70)  
M/m/s/and Deadlocked that the position of the Union be upheld and that the application  
as spelled out in the agreed-to rules governing the application of dual work week,  
Paragraph 2 (d), be applied as written.  
Note: See Main Committee for final disposition.

DECISION: (Main Committee - Transcript Pg. 397)  
M/m/s/c/ that in Case 11-70-5687 the claim of the Union be denied.

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 222, Salt Lake City, Utah, and  
11-70-5688 I. M. L. Freight, Inc.

O-T-R Claim for a Chicago runaround for W. T. King. Truck was taken  
Dispute out of service and the Union claims Mr. King should have been  
called for his trip under the dispatch rules.

DECISION: (Main Committee - Transcript Pgs. 63-68/ - 11/9/70)  
M/m/s/c/ the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and  
11-70-5689 Western Carloading

Discharge The Local Union protests the termination of Francis Brennan.

DECISION: (Alternate Main Committee - Transcript Pgs. 85-107/ - 11/11/70)  
M/m/s/and Deadlocked that the man be returned to work with full seniority and that  
he be compensated for all time lost and made whole on all fringe benefits.

NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel as  
the Arbitrator.

Case # Local 542, San Diego, California, and  
11-70-5690 Imperial Truck Lines

Discharge The Local Union protests the termination of Luis Amador.

DECISION: (Alternate Main Committee - Transcript Pgs. 2-15/ - 11/10/70)  
M/m/s/c/ that this case is improperly before this committee as this man was hired  
in a supervisory capacity.

Case # Local 468, Oakland, California, and  
11-70-5691 T.I.M.E., DC. Inc.

Warning The Local Union protests the warning notice issued Jessie Butts  
Letter for being involved in preventable accident. The driver was in heavy  
traffic and could not keep proper distance between his vehicle and  
the one in front of him.

DISPOSITION: Postponed.

Case # Local 224, Los Angeles, California, and  
11-70-5692 Western Gillette

Discharge The Local Union protests the termination of Edward P. Caldwell  
dated 8-6-70. Mr. Caldwell has been on sick leave since 9-2-66.  
We request that his seniority be restored to 1-5-53.

DISPOSITION: Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
11-70-5693 Cuz Transportation

Discharge The Local Union protests the termination of James Yates dated  
8-25-70 .

DISPOSITION: Postponed.

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Case # Local 357, Los Angeles, California, and  
11-70-5695 Pacific Motor Trucking

P & D Claim for birthday pay for Robert Delgado.  
Dispute

DECISION: (Committee Local Operations - Transcript Pgs.67-70/ - 11/12/70)  
M/m/s/c/ that based on the particular facts in this case, the position of the Union be upheld.

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Case # Local 357, Los Angeles, California, and  
11-70-5696 Pacific Motor Trucking

P & D James Pickney claims he should have been paid premium pay for  
Dispute his birthday holiday which fell on a Sunday and he was required to  
work on Monday.

DECISION: (Committee Local Operations - Transcript Pgs.71-74/ - 11/12/70)  
M/m/s/c/ that the position of the Union be upheld.

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Case # Local 357, Los Angeles, California, and  
11-70-5697 Ringsby System

Interpretation A money claim for work performed on Saturday when a holiday falls on  
the Saturday. The Union claims that Saturday, as such, is a time  
and one-half day. When a man works a double time holiday that falls  
on Saturday he should be paid two times the time and one-half rate  
of pay, plus eight hours for the holiday.

DECISION: (Main Committee - Transcript Pgs.173-176/ - 11/10/70)  
M/m/s/c/ that this committee retain jurisdiction and both sides be notified that they  
are expected to come back in here and make a full record substantiating their position  
as it pertains to past practice.

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Case # Local 357, Los Angeles, California, and  
11-70-5698 Yellow Freight

Interpretation Money claim for work performed on holiday when the holiday falls  
on Saturday.

DISPOSITION: Postponed.

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# DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 381, Santa Maria, California, and  
11-70-5699 Smith Transportation Company, Inc.

O-T-R Tony Pimentel protests his not being placed on the seniority board  
Dispute of Smith Transportation.

DECISION: (Main Committee - Transcript Pgs. 158-169 / - 11/10/70)  
M/m/s/c it be returned to the Joint State Committee and be heard on its merits.

Case # Local 17, Denver, Colorado, and  
11-70-5700 Ringsby System

Master The Local Union claims that under a Maintenance of Standards the  
Dispute company had no right to remove the dock heaters which had been  
furnished in the past.

DECISION: (Main Committee - Transcript Pgs. 234-243 / - 11/11/70)  
M/m/s/c that the Company has the right to set reasonable standards regarding smoking  
and no-smoking areas in the terminal. And that on the Denver dock the evidence shows  
the company has a past practice of providing heat. They shall continue to provide heat  
in a manner similar to that provided in the past but that full consideration shall be  
given to safety standards regarding open fires or other dangerous fire conditions.

Case # Local 223, Portland, Oregon, and  
11-70-5701 E.T.M.F. Freight System

Discharge The local union protests the discharge of Pat Eckerson.

DECISION: (Main Committee - Transcript Pgs. 170-172 / - 11/10/70)  
M/m/s/c the discharge be upheld.

Case # Local 70, Oakland, California, and  
11-70-5702 Leeway Motor Freight, Inc.

Joint The Union claims that Jerry Platt is entitled to another day's  
Council #7 vacation.  
Dispute

DECISION: (Joint Council #7 Committee - Transcript Pgs. 33-49 / - 11/11/70)  
M/m/s/c based on the facts presented in this case, due to a layoff, the man is to  
receive all vacation pay accrued, based on each month that he has worked, 13 days  
or more. That is the contract.

Case # Local 70, Oakland, California, and  
11-70-5703 Bigge Drayage Company

Joint Union claims a day's pay for John Cowling when a Local 287 man  
Council #7 came in to the terminal and performed work that belonged to  
Dispute Local 70 men.

DISPOSITION: Settled and Withdrawn.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-70-5704 Transcon Lines

Joint The Union claims that the Employee should be paid the hostlers  
Council #7 scale.  
Dispute

DECISION: (Joint Council #7 Committee - Transcript Pgs. 76-84/ - 11/11/70)  
M/m/s/c/ based on the facts presented in this case, the claim of the Union is upheld.

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Case # Local 70, Oakland, California, and  
11-70-5705 I. M. L.

Joint The Local Union claims that Hegstead has a personalized rate of  
Council #7 pay at the doubles rate.  
Dispute

DECISION: (Joint Council #7 Committee - Transcript Pgs. 15-20/ - 11/11/70)  
M/m/s/c/ that it is a personalized rate of pay, that he received the higher rate of pay.  
It is a personalized rate.

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Case # Local 315, Martinez, California, and  
11-70-5706 Bigge Drayage Company

Joint The Union claims 12 days pay be paid when jurisdiction of Local 315  
Council #7 men was violated.  
Dispute

DECISION: (Joint Council #7 Committee - Transcript Pgs. 68-74/ - 11/11/70)  
M/m/s/c/ based on the facts presented in this case, the claim of the Union be upheld  
with 12 day's pay only for the driver.

---



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # L-863 JOHNNY J. BEVEN, member of Local 190, Billings, Montana. Employee of United-Buckingham Lines, Inc. Request is for a period of 28 days, effective October 4, 1970, for the purpose of a political campaign.
- L-864 JAMES FRANZWA, member of Local 533, Reno, Nevada. Employee of O.N.C. Motor Freight. Request is for a period of 90 days, effective August 10, 1970, for the purpose of working in a non-covered classification within the Company.
- L-865 DOUGLAS PAUL MILLER, member of Local 467, San Bernardino, California. Employee of Imperial Truck Lines. Request is for a period of 90 days, effective August 10, 1970, for the purpose of working in the Sales Department, non-bargaining work.
- L-866 CARL WILLIAMS, member of Local 357, Los Angeles, California. Employee of Westransco Freight Company. Request is for a period of 90 days, effective July 13, 1970, for the purpose of accepting a Supervisory position.
- L-867 DAVID BULLARD, member of Local 208, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective September 1, 1970, for the purpose of accepting a Supervisory position.
- L-868 MARTIN R. DENTLER, member of Local 104, Phoenix, Arizona. Employee of I. C. X. Request is for a period of 90 days, effective September 15, 1970, for the purpose of filling a Sales Representative position.
- L-869 BOSS LEWERS, member of Local 310, Tucson, Arizona. Employee of Valley Copperstate System. Request is for a period of 2 years, effective October 1, 1970, for the purpose of taking a Sales position with the Company.
- L-870 JOHN V. ROBERTS, member of Local 310, Tucson, Arizona. Employee of Pacific Motor Trucking. Request is for a period of 2 years, effective July 15, 1970, for the purpose of filling a Management position within the Company.
- L-871 RONALD E. ROOF, member of Local 741, Seattle, Washington. Employee of Ringsby-Pacific, Ltd. Request is for a period of 30 days, effective August 28, 1970, for the purpose of working in a supervisory capacity.
- L-872 ROBERT RUIZ, member of Local 357, Los Angeles, California. Employee of T.I.M.E., DC. Inc. Request is for a period of 90 days, effective August 1, 1970, for the purpose of accepting a Supervisory position.
- L-873 LAMAR SUMRALL, member of Local 208, Los Angeles, California. Employee of California Motor Express, Ltd. Request is for a period of 90 days, effective September 1, 1970, for the purpose of assuming duties of Dispatcher, non-bargaining work.
- L-874 HAROLD H. THACKER, member of Local 310, Tucson, Arizona. Employee of Pacific Motor Trucking Company. Request is for a period of 2 years, effective October 1, 1970, for the purpose of taking a Management position.



# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- |                      |       |   |
|----------------------|-------|---|
| Case #<br>11-70-5590 | L-875 | <u>CLINTON P. PARKER</u> , member of Local 631, Las Vegas, Nevada. Employee of Union Pacific Motor Freight. Request is for a period of 45 days, effective September 12, 1970, for the purpose of placement in a non-covered position.   |
|                      | L-876 | <u>ROGER GARCIA</u> , member of Local 224, Los Angeles, California. Employee of General Cable Corp. Request is for a period of 90 days, effective September 11, 1970, for the purpose of working as Regional Dispatcher within the Company, a non-bargaining position.          |
|                      | L-877 | <u>ALBERT DONALD BOWEN</u> , member of Local 208, Los Angeles, California. Employee of Imperial Truck Lines. Request is for a period of 90 days, effective September 8, 1970, for the purpose of trying out for a Supervisory position.   |
|                      | L-878 | <u>MICHAEL CLAY</u> , member of Local 208, Los Angeles, California. Employee of Transport Cartage & Distributing Company. Request is for a period of 30 days, effective September 14, 1970, for the purpose of working in a Management position with the Company.               |
|                      | L-879 | <u>CARL H. NELSON</u> , member of Local 542, San Diego, California. Employee of Borrego Freight Lines, Inc. Request is for a period of 90 days, effective October 1, 1970, for the purpose of accepting on trial basis, a Supervisory position with the Company.                |
|                      | L-880 | <u>HERBERT E. STEPPER</u> , member of Local 81, Portland, Oregon. Employee of Puget Sound Truck Lines, Inc. Request is for a period of 90 days, effective September 16, 1970, for the purpose of accepting a job as dispatcher trainee in the Portland terminal of the Company. |
|                      | L-881 | <u>ERNEST P. SORINI</u> , member of Local 2, Butte, Montana, Employee of Northern Pacific Transport Company. Request is for a period of 90 days, effective October 16, 1970, for the purpose of filling a Supervisory position with the Company.                                |
|                      | L-882 | <u>FRANK CROWLEY</u> , member of Local 692, Long Beach, California. Employee of Chesley Transportation. Request is for a period of 90 days, effective October 5, 1970, for the purpose of trying out as Business Representative for the Local Union.                            |
|                      | L-883 | <u>WILBUR J. MORGAN</u> , member of Local 542, San Diego, California. Employee of Pacific Molasses Company. Request is for a period of 14 days, effective September 20, 1970, for the purpose of extending vacation.  |
|                      | L-884 | <u>JAMES CAMPTON</u> , member of Local 104, Phoenix, Arizona. Employee of Milne Truck Lines, Inc. Request is for a period of 90 days, effective October 9, 1970, for the purpose of trying out in a Supervisory capacity for the Company.                                       |
|                      | L-885 | <u>ANDERSON, J. D.</u> member of Local 741, Seattle, Washington. Employee of Arrow Transportation Company. Request is for a period of 90 days, effective October 15/70, for the purpose of taking up duty in Arrow Seattle office.  |

## DECISIONS: (Committee for Local Operations - Transcript Pgs. 107 - 129)

The above Leaves of Absence were all approved at the November, 1970 JWAC Meeting with the following exceptions:

- |       |  |
|-------|--|
| L-869 | Boss Lewers - Local 310 - Approved for 90 days only.       |
| L-870 | John V. Roberts - Local 310 - Approved for 90 Days only.   |
| L-874 | Harold H. Thacker - Local 310 - Approved for 90 days only. |



# National Grievance Committee

Union Chairman:  
Frank E. Fitzsimmons  
25 Louisiana Ave., N.W.  
Washington, D. C. 20001

*Leishman*  
*Fitzsimmons*  
*Beagle*

Employer Chairman:  
R. F. Beagle  
1420 N Street, N. W.  
Washington, D. C. 20005

November 19, 1970

RECEIVED  
DEC 14 1970

Mr. Alex Leishman, Secy-Treas.  
Teamsters Local Union #70  
70 Hegenberger Road  
Oakland, Calif. 94621

Mr. Rodney Lochmiller, Vice Pres.  
The Ringsby System  
3201 Ringsby Court  
Denver, Colorado 80216

Re: N-11-70-W5 Local 70 (Oakland, Calif.) and Ringsby Truck Lines  
Article 8, Section 3(b) (Work Stoppages), NMFA

Gentlemen:

Please be advised that the National Grievance Committee records show that the above-captioned matter has been postponed.

Very truly yours,

*Frank E. Fitzsimmons*  
Frank E. Fitzsimmons  
Union Committee Chairman

*R. F. Beagle*  
R. F. Beagle  
Employer Committee Chairman

cc:

Mr. Verne Milton  
Mr. E. J. McCarthy  
Mr. R. S. McIlvennan  
Mr. Charles Lawler  
Mr. Gordon Kirby  
Mr. Roy Williams  
Mr. George King





# California Trucking Association

GENERAL OFFICE  
BURLINGAME, CALIFORNIA 94010  
1240 BAYSHORE HIGHWAY  
(415) 347-3651

LOS ANGELES, CALIFORNIA 90007  
3301 SOUTH GRAND AVENUE  
(213) 747-5671

SACRAMENTO, CALIFORNIA 95814  
HOTEL SENATOR  
(916) 442-1017

Burlingame, California  
October 14, 1970

*orig to Hansen  
copy to  
Spandley*

Mr. A. N. Leishman  
Teamsters Local #70  
70 Hegenberger Road  
Oakland, California 94621

Dear Mr. Leishman:

Your filing dated October 5, 1970 requesting interpretation of the Motion in Change of Operations Case No. 5-70-5340, will be moved to the Joint Western Area Committee as soon as this office receives your check for \$25.00 made out to the Joint Western Area Committee. This fee, as you know, covers the contractual requirements that are now present to move a request of this type to the Joint Western Area Committee for hearing.

Very truly yours,

*[Signature]*  
Stan Wykoff  
Labor Staff

/jlo

cc: Western Master Freight Division ,  
Western Conference of Teamsters

RECEIVED  
OCT 15 1970



Spec

BEFORE  
JOINT WESTERN AREA COMMITTEE  
WESTERN STATES AREA MASTER FREIGHT AGREEMENT

---oOo---

P R O C E E D I N G S

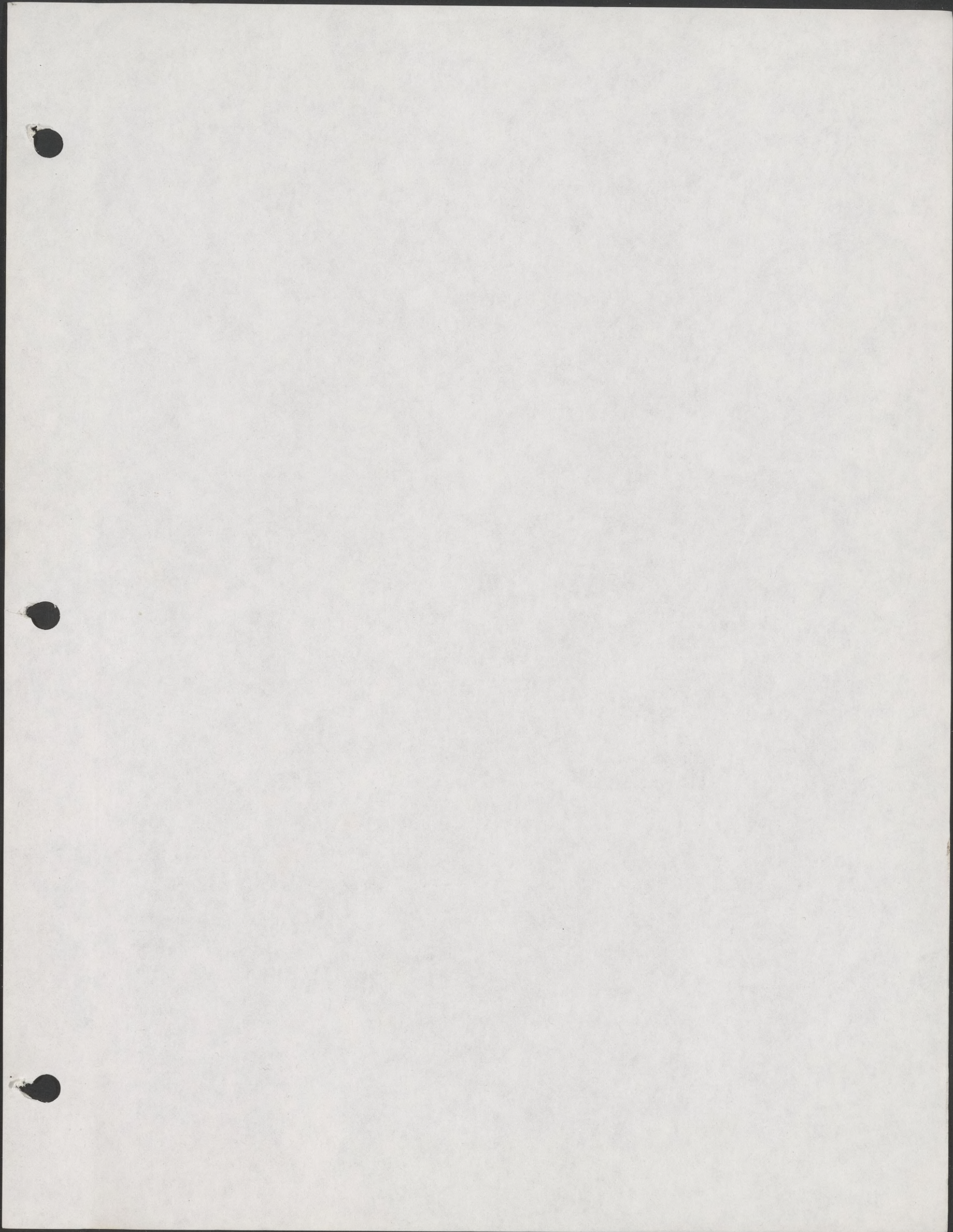
of the

SPECIAL JC #7 COMMITTEE

SAN FRANCISCO, CALIFORNIA  
NOVEMBER 11 and 12, 1970

**E. D. CONKLIN**  
*Certified Shorthand Reporter*  
110 BUTTER STREET  
SAN FRANCISCO 4  
GARFIELD 1-3984







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2		
3	2-8-3562	
4	Local 70, Oakland and Ringsby Truck Lines	Postponed
5	2-8-3580	
6	Local 85, San Francisco and Delta Lines, Inc.	Postponed
7	2-9-4370	
8	Local 70, Oakland and System 99	Settled and Withdrawn
9	2-9-4374	
10	Encinal Terminal Container Division and Local 85, San Francisco	Postponed
11	2-9-4376	
12	Local 287, San Jose and Pacific Motor Trucking	Postponed
13	5-9-4598	
14	Local 70, Oakland and Los Angeles-Seattle Motor Express	Settled and Withdrawn
15	8-9-4801	
16	Local 70, Oakland and Navajo Freight Lines	Settled and Withdrawn
17	8-9-4809	
18	Local 287, San Jose and Interstate Motor Lines	Postponed
19	2-70-5164	
20	Local 85, San Francisco and Pacific Motor Trucking	Postponed
21	5-70-5311	
22	Local 70, Oakland and Wisinger Trucking Company	Settled and Withdrawn
23	5-70-5315	
24	Local 85, San Francisco and Valley Copperstate	Settled and Withdrawn
25	8-70-5493	
26	Local 70, Oakland and Consolidated Freightways	Union Claim Denied (No fee)



1	<u>CASE NO. and NAME</u>	
2	8-70-5495	
3	Local 70, Oakland and Garrett Freight Lines, Inc.	Union Claim Denied (No fee.)
4	8-70-5497	
5	Local 70, Oakland and Pacific Intermountain Express	Settled and Withdrawn
6	8-70-5498	
7	Local 70, Oakland and Pacific Motor Trucking Co.	Settled and Withdrawn
8	8-70-5501	
9	Local 70, Oakland and Security Transportation	Union Claim Denied (No fee.)
10	8-7-5502	
11	Local 85, San Francisco and Pacific Motor Trucking	Postponed
12	8-70-5503	
13	Local 85, San Francisco and Pacific Motor Trucking	Postponed
14	8-70-5508	
15	Local 287, San Jose and Western Gillette, Inc.	Postponed
16	11-70-5652	
17	Local 85, San Francisco and Matson Terminal	Sent to Main Committee
18	11-70-5656	
19	Local 287, San Jose and California Motor Express	Settled & Withdrawn
20	11-70-5657	
21	Local 287, San Jose and California Motor Express	Settled & Withdrawn
22	11-70-5703	
23	Local 70, Oakland and Bigge Drayage Company	Settled & Withdrawn
24	11-70-5681	
25	Local 287, San Jose and Interstate Motor Lines	Settled & Withdrawn
26	11-70-5682	
	Local 287, San Jose and Pacific Motor Trucking	Postponed



0 - Skpex 1  
LMB

BEFORE

JOINT WESTERN AREA COMMITTEE

WESTERN STATES AREA MASTER FREIGHT AGREEMENT

---oOo---

P R O C E E D I N G S

of the

SPECIAL JC #7 COMMITTEE

Presidio Room  
Del Webb Townhouse  
San Francisco, California

NOVEMBER 11 and 12, 1970



1 CASE #2-70-5161

NOVEMBER 11, 1970

9:45 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and  
3 TRANSCON LINES.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 AL PADRO, appeared on behalf of the Employer.

10 ROY NUNES, CHUCK MACK and NICK MEDERIOS appeared on behalf'  
11 of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: All right, we are ready on 5161, involv-  
14 ing Local 70 and Transcon Lines.

15 MR. NUNES: Due to the decision that was handed down on  
16 May of 1970, a list of 18 men being claimed for the personalized  
17 rate, with timecards and proof, either they were paid or not paid,  
18 is presented to the committee, the committee will hold jurisdiction.

19 With that, we had a meeting with the company on July 30,  
20 1970 when we settled a number of grievances; and No. 8 was  
21 numbered as the forklift grievance; and the union was claiming  
22 the forklift rate for 18 men, where Roy Williams instructed the  
23 union and the company to sit down and come to an agreement.

24 Since that time, the union has furnished management with a  
25 letter notarized by one of their ex-supervisors, who at that time  
26 was the chief supervisor, stating that men were paid the forklift  
rate of pay, even though the work was not performed. Management



1 agreed to give us an answer by Gary Bowen. The company does have  
2 the answer that was notarized. Mr. Padro was present at the time  
3 it was presented, which I don't feel he would deny at this point.

4 So, at this time we feel our case is even stronger, because  
5 of the ex-supervisor claiming that he, himself, paid the men the  
6 rate of pay, even though the work was not performed.

7 CHAIRMAN WILLIAMS: Do you mean the higher rate of pay?

8 MR. NUNES: Yes, the forklift rate of pay.

9 CHAIRMAN WILLIAMS: No matter what he is doing? They were  
10 claiming pay because they had an established rate no matter what  
11 they had done, and they should be given the forklift rate of pay?

12 MR. NUNES: Right.

13 CHAIRMAN WILLIAMS: You have also submitted a notarized  
14 letter to the employer by one of his ex-employees, who was in a  
15 supervisory capacity at that time, stating that they were paid,  
16 whether they actually do the work or did not, is that right?

17 MR. NUNES: Yes.

18 CHAIRMAN WILLIAMS: Can we hear from the company?

19 MR. PADRO: Okay.

20 The letter that Mr. Nunes mentions, I have a copy here  
21 signed by one of our ex-employees; however, the original filing  
22 of the grievance was for September 24, 1969; and as you read  
23 this, this has been the final established rate of the swing shift  
24 employees at Transcon, as the company paid all the employees on  
25 the swing shift the forklift rate of pay, whether they were  
26 given the fork or not. This has been going on for at least seven



1 months.

2 They have also received this pay under sick leave-vacation.  
3 The company says they will no longer pay this. The policy has  
4 been, and we feel, the company should continue to pay this rate.  
5 They say the date of the application was September 24, 1969.

6 The letter that LeRoy refers to covers a period from January  
7 '70 to May '70; so, it actually has no credibility, since this  
8 was filed before this man was even there.

9 CHAIRMAN WILLIAMS: Was this man in this capacity?

10 MR. PADRO: Let me read the letter. I think it clarifies  
11 the point.

12 The affidavit, or whatever it is that one might call it,  
13 to Local 70, "To Whom it May Concern," June 2, 1970:

14 "My name is Edward D. Ryan, Transcon, Chief  
15 Dock Supervisor on the swing shift.

16 "From January 1970 to May 1970, when I took  
17 over the swing shift, the men who needed a forklift  
18 drove it themselves. I found this to be quite  
19 convenient and expedited the movement of freight.

20 No seniority was used in this procedure, and in some  
21 cases men were paid forklift and did not drive it."

22 This was signed by Edward D. Ryan. This covers a period  
23 from January 1970 to May 1970.

24 The date of the application is '69, claiming the previous  
25 seven months, and this has no validity.

26 Additionally, as I say, this was in the time of September



1 24, 1969 and previously. I do happen to have the same type of  
2 notarized document by another supervisor in the same capacity,  
3 who now has been transferred to another state.

4 Let me read this. This is dated July 23, "To Whom it May  
5 Concern":

6 "I, James E. Morris, employed as Chief Dock  
7 Operations, Transcon Lines, San Leandro, California  
8 from June 25th, 1960 through December 19, 1969,  
9 state that during this time one of my problems was  
10 to make sure only the bid forklift drivers and/or  
11 senior dock men drove the forklifts as forklift  
12 drivers were paid more money per hour than a regular  
13 dock worker.

14 "If a junior man drove a forklift, then the  
15 senior man had a grievance for time the junior man  
16 drove the forklift. I had many disagreements with the  
17 union stewards of the swing shift pertaining to forklift  
18 work. They wanted to let the two bid forklift men work  
19 full time forklift and let the other two forklifts  
20 float and pay every man forklift pay. With as many as  
21 30 men on the swing shift, it was impractical and  
22 unprofitable to pay 30 men nightly the rate of forklift  
23 pay in order to run four forklifts.

24 "In no instances did Transcon pay men for driving  
25 a forklift unless they actually drove the lift and  
26 then it was done by seniority."



1 This was signed by James E. Morris, notarized in the County  
2 of Jackson, State of Missouri.

3 MR. HOFFMAN: Can I say something?

4 Where are the timecards? Suppose you bring up the timecards.

5 MR. PADRO: I have had the timecards at the terminal for,  
6 I guess, six to nine months, almost a year now. I still have  
7 them. I brought them at the last grievance, which was the point  
8 at that time; but I believe at that point, it indicated the men  
9 were not paid 100 percent of the time, and it indicated that if  
10 there was a claim, that it was rightfully paid.

11 At the same time -- oh, I can't remember all the instances,  
12 but there was no problem. That is the point that came up.

13 CHAIRMAN WILLIAMS: Off the record, just a moment.

14 (Remarks outside the record.)

15 [Executive Session.]

16 MR. KIRBY: I will make a motion based on the facts presented,  
17 the claim be denied.

18 CHAIRMAN WILLIAMS: Second the motion?

19 MR. HOFFMAN: Second.

20 CHAIRMAN WILLIAMS: You have heard the motion, ready for the  
21 question?

22 All those in favor, signify by saying "Aye." Those opposed?

23 The motion is carried.

24 [Whereupon, the parties returned to the hearing room.]

25 CHAIRMAN WILLIAMS: There is a unanimous decision, as filed,  
26 the claim is denied.



1       The committee feels that there could be some individuals  
2       that could maybe have a claim; but there is no way we can get it,  
3       based on the way it is filed.

4       [No fee.]

5                               - - -



1 CASE #8-70-5495 NOVEMBER 11, 1970 10:00 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 INTERSTATE MOTOR LINES

4 SPECIAL JC#7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

7

Sergeant-at-Arms: ROY NUNES

8

9 APPEARANCES:

10 FRED CAUDILL appeared on behalf of the employer.

11 CHUCK MACK and NICK MEDERIOS appeared on behalf of Local 70.

12

- - -

13 MR. MACK: I have got a couple of IML cases. I am not sure  
14 which one this is.

15 MR. KIRBY: This is the claim for hostlers' rate of pay  
16 based on past practice for John Kowalski.

17 MR. MACK: yes, okay.

18 This case was filed on behalf of John Kowalski, and the facts  
19 in this particular case are that Kowalski dropped trailers at the  
20 piggyback ramp and came into the yard. He put the notation  
21 "hostler" on his timecard, and the company denied payment of the  
22 hostling rate of pay, claiming under the provisions of the  
23 contract that the man was not entitled to it.

24 We, however, argue that Mr. Kowalski, on the basis of the  
25 practice at this terminal, had, for the past 10 years, had done  
26 this and is entitled to that rate of pay.



1 I don't think there is any dispute between the company and  
2 ourselves as to what the facts and what the past practice has  
3 been.

4 Kowalski has been a long-time employee for IML, and was  
5 here at the last Joint Western Area Grievance Meeting to testify  
6 to what the practices have been. However, we didn't hear the  
7 cases last time, and he didn't get to present his side of it.

8 The IML company has paid the hostling rate of pay, which is  
9 a higher rate of pay, under our contract for the last 10 to 15  
10 years, for somebody who has taken the trailers down to the pig  
11 ramp, and people have spotted trailers and have always been paid  
12 that rate of pay.

13 This has been done with the full knowledge of the company.  
14 The company realizes that by the contract, and they found this  
15 out in May in the interpretation rendered, that they wouldn't  
16 have to pay this particular rate of pay.

17 Fred Caudill, the Superintendent of the company, found this  
18 out and stopped the method of payment.

19 However, we argue that the company has had knowledge that  
20 they paid this for a good 15 years. They have done this with  
21 the knowledge of supervisors or they have done this with the  
22 knowledge of the company, and for them to come up now and not pay,  
23 is unfair and depriving people of something they enjoyed for a  
24 good number of years.

25 That is our position.

26 CHAIRMAN WILLIAMS: You are talking now, strictly on the



1 Maintenance of Standard on a particular company?

2 MR. MACK: That is right.

3 I want to make one point, by the interpretation of the  
4 contract, I know full well that if this case was here and we were  
5 asking for a decision in our favor, and we had no practice to  
6 argue with, that they would not get a decision.

7 CHAIRMAN WILLIAMS: That is the reason why I want to hold it  
8 to the Maintenance of Standard.

9 MR. MACK: That the circumstances in this case are different.  
10 That is our case.

11 CHAIRMAN WILLIAMS: Let's hear from the employer.

12 MR. CAUDILL: The company, of course, doesn't deny the fact  
13 that we have paid this classification in the past. Ten years, I  
14 will have to agree, may be a little longer. It is a type of work  
15 performed by Mr. Kowalski, and certainly is not that defined in  
16 Section 8, Article 51 of Hostling.

17 He may bobtail from the yard, pick up an empty at the pig  
18 yard and return to the terminal. Other times he might pick up  
19 an empty and continue on and pick up a load.

20 Now, the company has paid this rate in the past, being bound  
21 by Article 60-Past Practice. We have, many times, tried to talk  
22 to Local 70 to correct this rate of pay, to no avail. We feel  
23 that with the new language in Article 60, since this is not a  
24 personalized rate of pay, we will eliminate this erroneous pay.  
25 This is the company's position.

26 CHAIRMAN WILLIAMS: Anything else?



1 MR. MACK: No.

2 CHAIRMAN WILLIAMS: Excuse the parties.

3 [Executive session.]

4 CHAIRMAN WILLIAMS: Based on Article 62, "Within 60 days of  
5 the issuance of this supplemental agreement to affect unions  
6 and employers, all past practices mutually agreed to shall be  
7 reduced to writing and signed by said employer and local union.  
8 Failure of the parties to comply with this requirement shall  
9 result in the alleged practice becoming null and void. Any and  
10 all existing written agreements will be subject to renewal,  
11 approval in writing by both parties within this 60-day period  
12 named."

13 The claim of the union is denied.

14 MR. KIRBY: Second.

15 CHAIRMAN WILLIAMS: Ready for the question?

16 All those in favor, signify by saying "Aye." Opposed?

17 The motion is carried.

18 [Whereupon, the parties returned to the hearing room and  
19 the motion was read by Chairman Williams.]

20 (Fee paid by the union.)

21 - - -

22

23

24

25

26



1 CASE #8-70-5496

NOVEMBER 11, 1970

10:36 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 INTERSTATE MOTOR LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 FRED CAUDILL and ART BUNTE appeared on behalf of the  
employer.

10 CHUCK MACK and NICK MEDERIOS appeared on behalf of Local 70.

11 Sergeant-at-Arms: ROY NUNES

12 - - -

13 CHAIRMAN WILLIAMS: Let me excuse your side for just a  
14 minute. Let me have a little talk, please.

15 [Whereupon, the employer panel and the employer parties  
16 were excused.]

17 [Executive session.]

18 CHAIRMAN WILLIAMS: Art, and 70, and your capable helper  
19 over there, the committee feels that we can whip these cases out,  
20 using two methods to whip them out.

21 You have got a one day of waiting here on sick leave. If  
22 a man was out prior to the work stoppage and was getting sick  
23 pay--Do you follow what I am saying?

24 MR. BUNTE: Right.

25 CHAIRMAN WILLIAMS: --then he should continue to get his,  
26 until he has used up his sick leave or back to work, one of the



1 two.

2 Now, say a guy called in sick the day of the strike. He  
3 doesn't get pay for them days of the strike; but he doesn't show  
4 up. Say you go back to work on the 8th, and he doesn't show up  
5 until the 11th, and he called in sick; then, I think you should  
6 be paid after the strike for that sick leave.

7 Do you follow what I am saying?

8 MR. CAUDILL: Okay.

9 MR. LAWLOR: Say Monday and Tuesday everybody came back to  
10 work--

11 MR. BUNTE: If he was sick ahead of the time, he continues;  
12 and if he was sick after the strike--

13 MR. LAWLOR: Not during the strike, he wouldn't get paid.

14 MR. CAUDILL: What if we have reason to believe he took a  
15 hike because he had reason to believe it would last a week?

16 CHAIRMAN WILLIAMS: If you have that individual case, you  
17 will have to present individual evidence.

18 What we are saying to lump these off with an understanding,  
19 they won't get paid during the days of the strike; but if you have  
20 got a guy who called in sick, for instance, and he called in on  
21 a Monday and the strike started on a Monday, and he wasn't back--  
22 well, say it ended in the third day or second day, and he didn't  
23 come back for five more days, you would have to prove he took a  
24 hike or he would be entitled to the sick leave.

25 MR. CAUDILL: Okay.

26 MR. BUNTE: At no time while the pickets were up would he



1 get it?

2 CHAIRMAN WILLIAMS: No.

3 Now, we have got one case, as I understand it, with PIE  
4 which we think is a little different. We are going to hear that  
5 case individually; but on that theory, Mack, we will settle the  
6 sick leave cases.

7 MR. MACK: Fine.

8 CHAIRMAN WILLIAMS: As we come to them on the agenda, we  
9 will refer them to the lady over here, so that they can put the  
10 cases on.

11 Okay, Art?

12 MR. BUNTE: Good decision, okay.

13 (No fee.)

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1 CASE #11-70-5705

NOVEMBER 11, 1970

10:53 A.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 INTERSTATE MOTOR LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 FRED CAUDILL and ART BUNTE appeared on behalf of the  
11 employer.

12 CHUCK MACK appeared on behalf of Local 70.

13 - - -

14 MR. MACK: What happened in this case is that sometime in  
15 the month of October, 10-30-69, I have here, the company  
16 started paying Ollie a doubles rate of pay. He is an Army Base  
17 driver, and as I see it, he should have compensation for the  
18 type of work he was doing. At the Army Base, it is extremely  
19 difficult to get the loads dropped, and it takes knowledge and  
20 skill in being able to even maneuver and work around a lot of the  
21 restrictions they have down there.

22 They paid him the doubles rate of pay, without question, in  
23 regards to what he was doing. You can compute it out from  
24 10-30-69 to 4-11.

25 We objected at that time and it was carried on and on.  
26 For that period he was paid Christmas, New Years, Washington's  
Birthday, and his vacation at the doubles rate of pay. On 4-11-70,



1 the company, for some reason, took it upon themselves to lop off  
2 the rate of pay.

3 Now, to answer the charge here, the company, regarding the  
4 six-month period, say they had no knowledge of it by practice,  
5 whether they had knowledge or not; but by that clause in the  
6 contract, as long as it goes longer than three months, it would  
7 be in force and effect. They were aware of what was going on  
8 and put the guy on at that rate of pay.

9 When Fred found out about it, Fred chopped him out.

10 We are asking that the guy get compensation for the period  
11 of time in which they haven't paid him.

12 That is our case.

13 MR. KIRBY: Question:

14 When you talk about the holidays and vacation, do the two  
15 precedent decisions in the field take place here; in other words,  
16 did he work 30 days in a month to get a vacation for that month,  
17 and did it at a higher rate, or 50 percent of the time come into  
18 vacation?

19 MR. MACK: The precedent decision would apply for the  
20 Christmas, New Years and Washington's Birthday holidays.

21 MR. KIRBY: You recognize that decision?

22 MR. MACK: Yes. However, I don't know for vacations.  
23 I don't think he worked enough time to be paid that vacation or  
24 for that rate of pay. His vacation was taken in the early part  
25 of the month of December, and he's only been established in  
26 Oakland. So, that is our case, based on the Maintenance of



1 Standards.

2 MR. CAUDILL: Let me try to bring you up to date on this:

3 Mr. Hegstead approached us over two years ago, asking for  
4 the doubles rate, primarily more because he delivers Army traffic.  
5 He felt he was worth additional money, here.

6 We denied this request several times.

7 So, consequently, Mr. Hegstead got on the bandwagon, and  
8 with some of the other fellows, like the hostling bit we had there,  
9 start marking their timecards, and the payroll clerk did pay the  
10 doubles rate on hostling, believing it was a hostling situation,  
11 which we had discussed earlier here; and consequently, he did  
12 get six months of pay before it came to my attention.

13 At that time, I discussed with Mr. Mack the possibility of  
14 correcting this situation. We couldn't come to agreement, so  
15 we automatically cut it off at the same time we cut off the rest  
16 of the hostling pay.

17 That's about it on the case.

18 MR. LAWLOR: Are your timecards approved by the supervisor?

19 MR. CAUDILL: Yes, they are, Charlie; but let's say they are  
20 not being approved like they should. Some days they were signed  
21 and some days they were not.

22 Occasionally he pulled doubles and was paid the doubles rate  
23 on those days.

24 There were some, okay.

25 CHAIRMAN WILLIAMS: Wait just a minute, now.

26 I want to keep it out of that area, because I understand



1 there is no question here, from the dates that you talked about,  
2 that the doubles rate was paid for everything that he had done?

3 MR. BUNTE: Right.

4 MR. LAWLOR: Were there any times you crossed off doubles  
5 and did not pay him?

6 MR. CAUDILL: Yes. There were days we crossed off the doubles  
7 pay. I can't give you specifics. I don't have anything at all  
8 with me today, but there were days.

9 MR. LAWLOR: There were days that your supervisor crossed it  
10 off when he wrote it?

11 MR. CAUDILL: It is a very small portion. 30 days may have  
12 had doubles pay, and two were knocked off, because a knowledgeable  
13 supervisor didn't pay it. It was a small percentage; but 90  
14 percent of them were paid.

15 Again, the payroll clerk, assuming that it was hostling,  
16 things going to the pig yard, automatically hostling or the  
17 doubles was at the same rate.

18 Now, prior to this time, Mr. Hegstead never put anything on  
19 the timecard; but once we denied paying him the higher classifica-  
20 tion, he found the method of receiving this pay.

21 MR. LAWLOR: Who set up the pay for the vacation?

22 MR. CAUDILL: The payroll clerk.

23 CHAIRMAN WILLIAMS: He is an employee of yours?

24 MR. CAUDILL: Yes, sir, he is.

25 MR. LAWLOR: Do you know whether he was paid at the doubles  
26 rate for vacation?



1 MR. BUNTE: I am sure he was.

2 MR. CAUDILL: I am sure he was.

3 MR. HOFFMAN: Let me ask you this: How long has he been  
4 employed with the company?

5 MR. CAUDILL: Say roughly 12, 14 years.

6 MR. HOFFMAN: Prior to the six-month period that you paid the  
7 higher rate of pay, what rate of pay did you pay him? Do you  
8 pay him for what he is driving?

9 MR. CAUDILL: Heavy-duty he was performing that day.

10 MR. HOFFMAN: In a six-month period, it is increased to a  
11 higher rate of pay?

12 MR. CAUDILL: That's correct.

13 MR. KIRBY: Will this man have seniority to bid a higher  
14 classification?

15 MR. CAUDILL: Yes, I am sure he will.

16 MR. KIRBY: When he ends up finally bidding your barn, will  
17 he have seniority to bid?

18 MR. CAUDILL: Yes, I am sure he would.

19 MR. KIRBY: So, in essence, the bid barn would solve this  
20 man's problem?

21 MR. CAUDILL: Yes, sir, certainly.

22 MR. KIRBY: Do you agree with that?

23 MR. MACK: That I don't know. That assumption is so far-  
24 fetched, I haven't even conceived anything like it.

25 I don't know if it would or not.

26 CHAIRMAN WILLIAMS: Anything else on this case?



1 MR. MACK: I just want to point out and distinguish between  
2 the case prior, people were paid when they pulled down to the pig  
3 yard. That was the past practice, a Maintenance of Standard,  
4 where the guy was paid over the six-month period, whether he did  
5 the work or not.

6 CHAIRMAN WILLIAMS: I think the company conceded that  
7 possibly they were paid 90 percent of the time.

8 MR. BUNTE: Right.

9 MR. CAUDILL: There is no question.

10 CHAIRMAN WILLIAMS: All right.

11 [Executive session.]

12 MR. HOFFMAN: I make a motion that it is a personalized rate  
13 of pay, that he received the higher rate of pay. It is a  
14 personalized rate.

15 CHAIRMAN WILLIAMS: You have heard the motion, ready for the  
16 question?

17 All those in favor, signify by saying "Aye."

18 Opposed?

19 The motion is carried.

20 [Whereupon, the parties returned to the hearing room and  
21 the motion was read by Mr. Hoffman.]

22 (Company pays the fee.)

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1 CASE NO. 11-70-5655 NOVEMBER 11, 1970 11:16 AM.  
2 LOCAL 85, SAN FRANCISCO, CALIFORNIA, and  
3 WINGS AND WHEELS.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE: EMPLOYER COMMITTEE:  
6 ROY WILLIAMS, Chairman GORDON KIRBY  
7 FRED HOFFMAN CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 EDWARD MALOUF appeared on behalf of the employer.  
11 TOM ANDRATE, DAN FLANAGAN, BOB LEIHY, BOB GROTT and JACK  
12 RYLL, appeared on behalf of Local 85.

13 CHAIRMAN WILLIAMS: Let's go, Tom.

14 MR. ANDRATE: This case was deadlocked at the Joint Council  
15 7 level. Prior to that, we had a hearing on this case which was  
16 8-0-LD 5701, dated 8-20-1970. It was referred back to both parties  
17 to comply with Article 42, and we did comply with it; and then  
18 we brought it back and it deadlocked, and that is why it is here  
19 today.

20 The Article involved here is your 30 days within the 90 day  
21 provision.

22 The man involved here has worked for Wings and Wheels for a  
23 period of 29 days. One of the 29 days was acquired by the union  
24 putting in a claim for the same thing that we are up here for  
25 today.

26 Wings and Wheels, Mr. Ed Malouf, paid it.



1 Since then, we have a couple of receipts here with the dates  
2 on them, where the company refused to hire Bob Grotte, so he  
3 would not attain seniority.

4 I personally approached Mr. Malouf at their place of business  
5 on the situation, and he personally told me that he could not  
6 afford to have any more people on the seniority roster.

7 When I put in for this particular claim, he was willing to  
8 pay the claim, providing that he didn't have to pay Mr. Grotte.

9 Mr. Malouf has, and these are the receipts here (indicating).  
10 Here is another one here (indicating).

11 He has turned around and went and picked up freight at the  
12 airport and brought it into the terminal; and then turned around  
13 and gave it to one of our drivers, which one of our drivers is  
14 present. We are saying that he is in essence using subterfuge  
15 to bypass this agreement, under the 30-day clause within a 90-day  
16 period.

17 I have never had any letters on this man not doing his work  
18 or anything like that.

19 Now, the man that Mr. Malouf turned around and talked to  
20 is the gentleman at the end of the table here (indicating).  
21 Would you tell the panel what Mr. Malouf told you, in essence  
22 what he told you, word for word, which I think is very clear.

23 MR. RYLL: He made a comment to me, verbatim, that: "You  
24 are a friend of mine, Jack." He said, "I wouldn't say anything  
25 to the union about this."

26 MR. ANDRATE: Was that freight?



1 MR. RYLL: Freight he picked up at one of the airlines and  
2 gave to me, personally.

3 MR. ANDRATE: To deliver.

4 And Bob, do you have anything else to add on these situations?

5 MR. GROTE: These papers here, just the one on the 31st,  
6 is the one in question that we are talking about.

7 MR. RYLL: If I may bring up one more point, he signed my  
8 name to these bills.

9 MR. GROTE: That one particular bill?

10 MR. RYLL: This is not my signature. You can compare them  
11 with my normal signature.

12 CHAIRMAN WILLIAMS: And your claim is here that the work was  
13 there to be performed, and under Article 42 of the 30 days out of  
14 90, that you are claiming seniority for this man?

15 MR. ANDRATE: Yes.

16 CHAIRMAN WILLIAMS: Let me hear from the company.

17 MR. MALOUF: Do I have the opportunity of reviewing those  
18 receipts?

19 CHAIRMAN WILLIAMS: Certainly.

20 MR. MALOUF: Gentlemen, so that we can clearly see the issue  
21 here which you claim is subterfuge, Wings and Wheels started  
22 their trucking operations on the 2nd of May of this year.

23 Prior to this, we had been giving our pick up and delivery  
24 work to another trucking company.

25 We felt it feasible to perform this ourselves, to go out and  
26 buy four trucks and put on four drivers and start doing it.



1       As I stated, we started our operations on the 2nd of May.  
2       On the 4th of May, the air cargo area at the airport was closed  
3       down, because of the labor dispute. On the 14th of May, the 15th  
4       and the 18th of May, the airport was closed down because of the  
5       cargo dispute or because of the labor dispute.

6       This caused our original planning on equipment and manpower  
7       to become distorted. We literally had a mountain of freight to  
8       move from that airport when the airport opened up.

9       This, coupled with the fact that our biggest shippers are  
10      wearing apparel manufacturers, and they were nearing the tail end  
11      of their season and with their promotion, they were bombarding  
12      us about the air freight.

13      But, Grotte's first day worked with us was on May the 25th.  
14      I laid him off. His last day worked was on June the 29th. He  
15      had worked with us for 25 days at that point.

16      I called him back -- I further have records here, gentlemen,  
17      to substantiate the fact that there's a 50 percent decline in our  
18      business. This is seasonal, and we expected this. We knew it  
19      was going to happen.

20      I called him back for one day, on July 20. Mr. Grotte was  
21      always aware of the fact that our payroll came from the East  
22      Coast and he was aware of this fact; and when I called him back  
23      as a casual that Monday, I told him that he would not be paid at  
24      the conclusion of the shift, but the Thursday, the normal payday,  
25      and he was agreeable to that.

26      He came in on Thursday, and I paid him.



1 He came in the following Monday, the 27th, to the terminal  
2 looking for work. I told him there wasn't any work. I told him  
3 that I hardly had enough to keep my drivers busy. He became  
4 angry, and he went to the union.

5 I got a call that afternoon from Mr. Andrate, and he told me--  
6 Andrate told me -- I did not pay the man at the conclusion of the  
7 shift on Monday, therefore I owed him a day's pay for Tuesday,  
8 Wednesday, and a day's pay for Thursday. I was compelled to pay  
9 the man.

10 Further, Tom stated that he was going to consider these as  
11 days worked. He said, "You have got this man working for you for  
12 29 days, and you have bought him.

13 I had an occasion, on the 28th of September and the 29th of  
14 September to hire a casual.

15 I first called for Bob Grotte. I always called for Bob  
16 Grotte, before I called anybody. From all this time, from the  
17 time I laid him off until about the first of October, I had no  
18 occasion to hire. I only had three or four occasions to hire a  
19 casual, but I always called Bob. He did work for me, as a  
20 casual, on and off during that period.

21 This document here, this first one you say is an American  
22 Airline bill which you circled the management signature, this  
23 in fact is my signature. I did go to the airport that day, and  
24 I did sign out for two pieces. I released them at the airport  
25 to the consignee. This was on September 11 -- July 11th, excuse  
26 me, which was a Saturday. This is the common practice. When a



1 customer calls up on a Saturday or Sunday and is looking for a  
2 perishable, to go and sign out and give it to him. We never  
3 touch it. We simply sign out for 37 piece on consolidation. I  
4 signed out for the two.

5 My regular driver, on Monday the 13th, signed out for the  
6 balance of the 35 pieces. We never touched it.

7 Once again, we are compelled to release freight to our  
8 customers at the airport if this happened on a weekend and in the  
9 middle of the night. We simply go out to the airport. Every  
10 week this comes up as to this stuff.

11 I go to the airport with my drivers. Occasionally we  
12 check with them and see how the freight is going along on this  
13 day.

14 As I recall, there was one signature here that I might have  
15 signed down there, but he was standing right by me. He was  
16 putting the freight in his truck, and I signed it off and said,  
17 "Okay, I will sign your bills for you."

18 This is the only time this has probably ever happened; but  
19 he was there. He handled the freight and he had the bills in his  
20 hand; and I said, "Let's get going." I don't know whether I  
21 signed this document at all. I can't tell.

22 MR. HOFFMAN: What day is that one (indicating)?

23 MR. MALOUF: July 31. These other ones are his signature,  
24 in August. He gave these as an example; but this one here, I  
25 never picked up this freight (indicating).

26 I never picked up freight at the airport and brought it back



1 to the terminal. I have no reason to handle freight.

2 MR. HOFFMAN: What date is the other one in August?

3 MR. MALOUF: In which he fined us?

4 MR. HOFFMAN: Did he work that day, August what?

5 MR. MALOUF: These are dated August 5, 13 and 10; and these  
6 are signatures. I think he admits these. He just showed you these,  
7 as a comparison signature.

8 This other bill here, where I claim I went to the airport  
9 and signed off for two pieces right at the airport, was dated  
10 July 11th.

11 CHAIRMAN WILLIAMS: From May the 25th until June the 29th,  
12 he worked 25 days, right?

13 MR. MALOUF: That's correct.

14 CHAIRMAN WILLIAMS: Now, again, on July 20th, he worked?

15 MR. MALOUF: That's correct.

16 CHAIRMAN WILLIAMS: One day?

17 MR. MALOUF: One day.

18 CHAIRMAN WILLIAMS: Have you got the dates he worked as a  
19 casual?

20 MR. MALOUF: After that time?

21 CHAIRMAN WILLIAMS: Yes.

22 MR. MALOUF: Do you mean he worked as a casual for me  
23 completely to the present time?

24 CHAIRMAN WILLIAMS: Yes, within the 90-day period that the  
25 contract called for?

26 MR. MALOUF: He never worked as a casual after that.



1 CHAIRMAN WILLIAMS: How many days did the man work for you  
2 after July 20th?

3 MR. MALOUF: From July 20th until the present time -- give  
4 me a moment here -- he has worked 19 days, about 19 days.

5 CHAIRMAN WILLIAMS: Since July 20th?

6 MR. LAWLOR: To this day?

7 MR. MALOUF: To this last Monday.

8 MR. HOFFMAN: Can I go back?

9 You have got two tags there that you said he worked for you,  
10 and he picked up freight one day which was in August.

11 What was the other date?

12 MR. MALOUF: Don't misunderstand me.

13 This driver is only a witness, and this is his signature  
14 (indicating).

15 This is the driver that has the complaint (indicating).

16 CHAIRMAN WILLIAMS: Off the record.

17 [Remarks outside the record.]

18 MR. LAWLOR: Let me ask this question: If you had worked  
19 on a Saturday, would you have called for an extra man?

20 MR. MALOUF: I would have worked Monday on the seniority  
21 list.

22 MR. LAWLOR: With one of your regular men?

23 MR. MALOUF: I would have to. I would be compelled to.

24 CHAIRMAN WILLIAMS: Now, the difference is: Where your  
25 records indicate that the man worked 26 days, and Tom's contention  
26 is that he worked 29.



1       These are the days that you paid for. Is that what we are  
2 talking about, which creates the additional three days, the  
3 difference between your 26 days and your 29?

4       MR. MALOUF: That is correct. Those are the three days I  
5 didn't pay him at the conclusion of the shift.

6       MR. LAWLOR: The 30 days would be Saturday, July 11th?

7       MR. MALOUF: If they were to contend this, yes.

8       MR. LAWLOR: On that July 11th, was every one of your  
9 employees working?

10       MR. MALOUF: There was no work scheduled on July 11th.  
11 There was no work that day. Nobody was working.

12       CHAIRMAN WILLIAMS: On July 31st, did you ask for this man  
13 when you used the casual?

14       MR. MALOUF: I don't recall whether I asked for him or not.  
15 I don't even recall making the call myself.

16       CHAIRMAN WILLIAMS: The committee is in this position, that  
17 if we count the three days that Tom is talking about, and the  
18 July the 31st that you are talking about, and exactly 30 days in  
19 a 90-day period is what you are talking about, and that is the  
20 position that the committee is to determine in this case.

21       MR. MALOUF: Let me explain to you that this is going back  
22 quite a while. I don't always pick up that phone and call the  
23 hall, I mean myself; but to the very best of my knowledge, before,  
24 from that time on -- and I will swear on oath -- I have never  
25 gone to the hall for another man, without first trying to get  
26 Bob Grotte. I have called him at home on the 28th and 29th of



1 September and he told me he had committed himself to work at  
2 Air Freight Forwarders, so I brought in another man.

3 July 31, I cannot clearly recall. But, I have always asked  
4 for him.

5 MR. HOFFMAN: Can I ask the company one question: Tom made  
6 a statement that he talked to you regarding this man; and Tom  
7 brought up that you told him that this was due to the fact that  
8 you cannot add any more people on your seniority list. Is that a  
9 true fact that you told him?

10 MR. MALOUF: This is the position I had taken.

11 MR. HOFFMAN: I don't want to know the position you had  
12 taken.

13 Have you told Tom that due to the fact that you did not want  
14 to add any more employees to your seniority list, that that is why  
15 you did not use the chap?

16 MR. MALOUF: In essence.

17 CHAIRMAN WILLIAMS: Tom, do you have anything else to say?

18 MR. ANDRATE: Other than we are claiming that the man should  
19 have seniority on the facts we have; and I don't have anything  
20 more to say.

21 MR. GROTE: One comment: that on the 31st, the day he  
22 worked this other casual, I was in all morning. The general  
23 practice is if a company calls a man by name, that man is  
24 generally dispatched to that company. Well, knowing I had 29  
25 days, he didn't want to put anybody on the seniority list. I  
26 know he didn't call me by name, because I was right there when



1 the other man went. He even made the remark, "That's kind of  
2 funny, I am going to Wings and Wheels." I thought it was strange,  
3 too.

4 MR. LAWLOR: Did you mention that to the dispatcher at the  
5 hall?

6 MR. GROTE: Yes.

7 MR. HOFFMAN: Let me ask you this: From May 25, 1970 through  
8 July 20, 1970, when you called up, did you call them by name  
9 every time you used him; did you call him by name every time you  
10 needed a man in that 25-day period, and did you use him  
11 regularly?

12 MR. MALOUF: I would tell him at the conclusion of the shift,  
13 you know, he was working.

14 MR. HOFFMAN: To report back to work the next day?

15 MR. MALOUF: Right.

16 I would like to clarify here that that 31st day, when the  
17 casual from the hiring hall was called, I don't recall calling  
18 that hiring hall.

19 This man here, on occasion, I told this driver we got a  
20 small barn, we are only talking about three drivers, and I told  
21 him to call the hall and bring a driver. This happened once, as  
22 I recall, with this driver (indicating Mr. Ryll).

23 I don't recall picking up the phone and calling the hall on  
24 July 31st.

25 MR. HOFFMAN: I am not talking about July 31st. I am talking  
26 about the 25 days that the employee worked for you and you called



1 him to come back --

2 MR. MALOUF: Yes.

3 MR. HOFFMAN: -- and on July 30th, where you used him as a  
4 casual, you called him?

5 MR. MALOUF: Right.

6 CHAIRMAN WILLIAMS: Anything else? Excuse the parties.

7 [Executive session.]

8 MR. HOFFMAN: Based on the facts in this case, the claim of  
9 the union is upheld.

10 CHAIRMAN WILLIAMS: In the operation of this committee, I  
11 will have to second the motion, as the Chairman; and I assume it  
12 will be deadlocked.

13 So, if there is no objection, why let the record show that  
14 the case is deadlocked.

15 Any objection?

16 MR. KIRBY: No objection.

17 MR. LAWLOR: No objection.

18 [Whereupon, the parties returned to the hearing room, and  
19 the motion was read by Chairman Williams.]

20 (The fee is split.)

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1 CASE # 11-70-5702 NOVEMBER 11, 1970 1:45 PM  
2 LOCAL 70, OAKLAND, CALIFORNIA and  
3 LEeway MOTOR FREIGHT, INC.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 APPEARANCES:

9 PAUL FOX appeared on behalf of the employer.

10 ROY NUNES appeared on behalf of Local 70.

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12 MR. NUNES: You have got the filings.

13 MR. KIRBY: Let me read you the filing.

14 This is Case No. 11-70-5702, Local 70 versus Leeway Motor  
15 Freight, Incorporated.

16 It is a vacation request filing.

17 The union position is: Jerry Platt is entitled to another  
18 day's vacation. The employer did not agree, and the relief  
19 being sought is another day of vacation for Mr. Platt.

20 MR. NUNES: Which one do you want to take first?

21 MR. HOFFMAN: Is that under the old agreement?

22 MR. KIRBY: No, the new agreement.

23 MR. NUNES: It doesn't really matter, because the language  
24 wasn't changed.

25 MR. HOFFMAN: There are some changes.

26 MR. NUNES: The 5-hour pay.



1 MR. HOFFMAN: Also on 1 and 3.

2 MR. NUNES: That is not the issue, either. This strictly  
3 involved one day.

4 Let me get this squared away. All right, Jerry Platt.  
5 This is his grievance:

6 "My first day at Leeway Motor Freight was February  
7 7th. From 1969, I have worked 13 days in every month  
8 through March 30, 1970. Leeway laid me off April 3rd  
9 of 1970. I took five days' vacation prior to April 3rd.  
10 After the layoff, I received eight days' vacation pay.  
11 I received 13 days' vacation pay and have worked 14  
12 months for Leeway; therefore, I have one more day  
13 vacation pay due to me, up to the date I was laid off."

14 Now, the company contends that the only time that they have  
15 to give him that 14th day is when he is terminated; and we are  
16 saying that all the employee has to do is work 13 days in each  
17 month, and for each month he is entitled to one day's vacation.

18 They claim they only have to pay him 12 days.

19 What the employer is doing is: On his anniversary date,  
20 he says that before your seniority starts, it starts on the 14th  
21 day, which there is no argument from the union; but the man put  
22 13 days in that month. Therefore, he is entitled to that vacation.

23 MR. HOFFMAN: What the union is claiming is that even though  
24 the seniority date started at the 14th, the first day of hire  
25 counted towards the fringe benefits?

26 MR. FOX: The company's position in the matter is that the



1 contract states that a man shall earn, in his first year of  
2 employment, 12 days' vacation.

3 Now, Jerry Platt established his seniority date on 2-27-69.  
4 We figured his vacation from 2-27-69 to his anniversary date of  
5 2-27-70, and that he earns 12 days' vacation.

6 Now, what the union is claiming is that this man should have  
7 been entitled to 13 days; vacation the first year of his employ-  
8 ment. We feel the contract is very clear on the fact that a  
9 regular employee earns 12 days his first year of employment.

10 In the case of Mr. Platt, he requested and was paid by the  
11 company, five days' vacation on August 24, 1969.

12 He was laid off on April 3, 1970 and was paid eight days'  
13 accrued vacation. This paid him up through and including March  
14 7, which was his last complete month that he completed on his  
15 anniversary date.

16 Mr. Platt requested and received two additional days on July  
17 2. Mr. Platt has been on the payroll for Leeway Motor Freight  
18 from 2-27-69 to the time this grievance was filed, July 27, 1969;  
19 and has been paid a sum total of 15 days' vacation.

20 He did not accrue vacation for the months of April or May.

21 We feel that Mr. Platt has been compensated for his time,  
22 according to the contract language.

23 MR. KIRBY: There is no question in your mind that the man  
24 earned vacation in any month he put in 13 days?

25 MR. FOX: There is some question in my mind as to the way  
26 the contract reads. What this terminology would say, in essence,



1 is that Mr. Platt or any employee could earn 13 days' vacation  
2 within his first year of employment.

3 Now, we have not been paying the employees on the first part,  
4 if they put in 13 days prior to the seniority date; such as Mr.  
5 Platt put in on 2-27, he did get in 13 days during the month of  
6 February in this case.

7 MR. LAWLOR: Was this prior to the seniority date?

8 MR. FOX: Prior to the seniority date.

9 If we pay Mr. Platt on that basis, we have paid him 13 days  
10 the first year of employment; and we terminate the man or the man  
11 is laid off, then if he has completed at the end of that previous  
12 time, we will pay him for that day, as we have employees who  
13 resign, are laid off or are discharged.

14 MR. HOFFMAN: Let me ask you this: The position of the  
15 company is then from the date that the employee attained seniority,  
16 that's the date his fringe benefits go on. It doesn't go on  
17 prior to the date of hire?

18 MR. FOX: This is what we figured, Freddy. Our company  
19 practice for many years has been that we figure vacations from  
20 the seniority date to the seniority date.

21 MR. HOFFMAN: Well, let me say this: We do agree, and the  
22 union does agree, that the seniority date starts on the end of  
23 the 13 days, on the 14th day; but that the man does not lose any  
24 fringe benefits, because that goes back to the date of hire.

25 MR. FOX: The first day he worked?

26 MR. KIRBY: For the record, Paul, if a man puts in 13 days



1 in January and did not work his 14th day until February 2nd or  
2 3rd, that being his seniority date, that he would receive one  
3 day vacation for the 13 days worked in January.

4 Is that a contention here?

5 MR. NUNES: Yes.

6 MR. FOX: Suppose this man here, we paid him the day he  
7 accrued in February, when we paid him his first year vacation--  
8 which we paid him 13 days--say, he requested his vacation upon  
9 his seniority date a year later and we paid him the 13 days,  
10 suppose we laid that man off or discharged him or he resigned  
11 for any particular reason the following month, and he put in, say,  
12 13 days, work days; you are saying that the man could actually  
13 be paid 14 days' vacation, is that what it amounts to?

14 MR. LAWLOR: If I understand you correctly, once the man  
15 had completed 12 months, he would get 12 days' pay; but that would  
16 be from the very first day he went to work, the day of hire.

17 I think the misunderstanding here is that the man started  
18 on February 7, and did in fact have 13 days in February. You  
19 picked him up on a seniority date of February 27, so you did not  
20 include February as one of his months of hire, is that correct?

21 MR. FOX: We ran it from February 27th, consecutively, on,  
22 period.

23 MR. HOFFMAN: They didn't exclude the month of February.  
24 They gave him a seniority date of the 27th of February, and that  
25 started his first day of his vacation period, from the 27th of  
26 February.



1 MR. LAWLOR: What we are saying is that you have to pick up  
2 February 7th, if the man worked in the month of February.

3 MR. KIRBY: You still have 12 days here during the year; and  
4 when you started the next year, this man has already gotten one  
5 day on next year; is that correct?

6 MR. HOFFMAN: But your vacation is based on the anniversary  
7 date to the anniversary date. If he started February 7 of 1966,  
8 I am talking about his fringe benefits. February 6 of 1970 would  
9 be his one year that he got the fringe benefits, and he would be  
10 entitled to 12 days.

11 MR. LAWLOR: From February to January, 1970, he would have  
12 12 months. Then for the month of February 1970, he would be  
13 entitled to a day.

14 Did he work during the month of March?

15 MR. FOX: Yes.

16 MR. LAWLOR: How are you figuring on trying to get 13 and  
17 12?

18 MR. FOX: How do you propose to pay this man for -- well,  
19 just suppose on February 27th, one year later, he requests his  
20 vacation. What would you pay the man?

21 MR. LAWLOR: 12 days, but he already has 20 days in the  
22 New Year. If he was to resign, you would owe him 13 days.

23 MR. NUNES: If he resigns. If he lays him off, he won't  
24 pay him, if the man requests the pay.

25 MR. LAWLOR: I think the mistake is that he paid 13 days  
26 all together.



1 CHAIRMAN WILLIAMS: Let me ask you a question.

2 Under your theory, the 27th day of February of 1970, using  
3 that as a guideline, and actually his first day of employment was  
4 February the 6th; had they paid him 14 days, they wouldn't owe  
5 him nothing.

6 MR. LAWLOR: On February the 27th, they wouldn't owe him.

7 CHAIRMAN WILLIAMS: But, by only paying 12, he still owed  
8 2, by virtue of the 6th of February, going back on the starting  
9 date.

10 MR. HOFFMAN: Referring back to the date of hire.

11 MR. KIRBY: And next year when he takes his vacation?

12 MR. NUNES: It is not on the date he completed his seniority.

13 MR. FOX: What I am saying is that paying the man -- the  
14 actual physical paying of this, as a grievance, as I understand  
15 it, they wanted an additional day immediately paid; and I say he  
16 may have it accrued, but I don't owe it to him.

17 MR. HOFFMAN: If the man is laid off and it has always been  
18 the practice, if the man is laid off, he can request his accrued  
19 vacation if he is not working for the company for a longer period  
20 of time.

21 MR. KIRBY: Is that an issue on the layoff?

22 MR. NUNES: I just read it to you, Kirby, after the layoff.

23 MR. HOFFMAN: The man has to resign or quit.

24 MR. FOX: When the man's vacation was paid, there wasn't  
25 any question about it. He accepted it as such, and we accepted  
26 it. That is the way we had always done it. Then, later, after



1 the strike was settled, the issue came out and the grievance was  
2 presented.

3 MR. HOFFMAN: Was he still on layoff?

4 MR. FOX: No, he's a regular employee.

5 MR. KIRBY: He was working steadily then, from the point of  
6 the strike until now?

7 MR. NUNES: Wait a minute. Correct me if I am wrong, but at  
8 the time of the strike or the layoff, did you at that time pay  
9 everybody their vacation pay?

10 MR. FOX: Yes -- no, wait, I am sorry. We did not pay  
11 everybody their vacation. We paid the people who requested their  
12 vacation pay, and I have a listing here of all the people we  
13 paid and all the people who we didn't pay.

14 MR. NUNES: The union's contention is that the man had one  
15 more day at the time of layoff, and he should have received that  
16 other day.

17 MR. LAWLOR: There isn't any question as to whether it is  
18 accrued?

19 MR. KIRBY: The company doesn't contend that?

20 MR. FOX: Our policy has always been -- a gentleman resigned  
21 here three months ago. We paid him his day he had accrued, and  
22 we put it on his paycheck when he resigned and left. In essence,  
23 what they are asking is, in my opinion, if there is accrued more  
24 than 12 days a year with a man with less than three years'  
25 seniority, I don't think that is how the contract reads. That  
26 is our position.



1 MR. NUNES: Shall I go into the second one, now?

2 MR. HOFFMAN: I would like to get this first one straightened  
3 out.

4 The only thing that I want to know from the company's view-  
5 point, the way you stated it at the beginning, you do not include  
6 an employee's vacation until he attains seniority. You don't go  
7 back to the date of hire?

8 MR. FOX: That is not completely true, Freddy. We figure if  
9 a man has got 13 days in a given month, it states that he has  
10 accrued a vacation date. The only discrepancy we have is that  
11 it is from the anniversary to the anniversary date, and if he  
12 requests it, we pay him.

13 MR. HOFFMAN: The man started on February 7th of 1969. That  
14 was his first date of hire. February 6 of 1970, he would have  
15 had his 12 months or one year.

16 MR. FOX: If he had requested the vacation, we would have  
17 paid him.

18 MR. HOFFMAN: And he would be entitled to 12 days.

19 MR. FOX: If he had asked for it on the next month, we are  
20 going to pay 12 days.

21 MR. HOFFMAN: Well, his anniversary date would be February  
22 6 of 1970.

23 MR. FOX: It would be his anniversary date.

24 MR. HOFFMAN: Plus fringe benefits.

25 MR. FOX: If he had asked for it at that point, we will  
26 pay him 12 days. That is all we are going to pay in one year,



1 12 days. If he had asked for that vacation the following May,  
2 we still only pay him 12 days.

3 MR. HOFFMAN: But, you pay him the 12 days from February 6  
4 of 1969 through February 7 of 1969. The 12 days would be through  
5 February 6 of 1970. That is when he earned his year and he  
6 earned the 12 days.

7 MR. FOX: Correct.

8 MR. HOFFMAN: His anniversary for the next vacation starts  
9 on February 7 of 1970 through February 6 of 1971.

10 MR. FOX: For vacation purposes.

11 MR. HOFFMAN: Right. That is his anniversary date. His  
12 anniversary date starts from the date of hire.

13 MR. FOX: Freddy, it is getting confused now. The first  
14 day of work was February 7, and he didn't gain his seniority  
15 until February 27.

16 MR. HOFFMAN: He worked 13 days that month.

17 MR. NUNES: Fox' contention is that this month of February  
18 he holds back. Say, if I earned my 12 days, but actually I have  
19 earned 13 days, and he won't pay me that 13 days because it was  
20 prior to my anniversary date. The only time he pays it to me is  
21 if I quit or was fired.

22 Now, isn't that what you said earlier?

23 MR. FOX: Excuse me?

24 MR. NUNES: Because the contract says 12 work days, is what  
25 you are going to pay him a year; so if I started February 7 to  
26 the 27th, I have got one day earned; but you don't count that one



1 day, you counted from the 27th on.

2 MR. HOFFMAN: Let me ask the company this --

3 MR. KIRBY: February must count.

4 MR. HOFFMAN: --if a man started February 7 of 1969, say on  
5 March 15 of 1970 the man was laid off, what would you have paid  
6 him at that time?

7 MR. FOX: On March what?

8 MR. HOFFMAN: On March 15 of 1970. Say he worked 13 months,  
9 would you pay him off then?

10 MR. FOX: You are talking about February 7?

11 MR. HOFFMAN: He started on February 7. He would be  
12 entitled to 12 days on February 6 of 1970. He worked through  
13 March 15 of 1970, and what would you have paid him?

14 MR. FOX: He would have accrued 13 days.

15 MR. HOFFMAN: He would have received how many days?

16 MR. FOX: He would get paid for 12. He got 13 accrued.

17 MR. HOFFMAN: And he got laid off on March 15, 1970.

18 MR. FOX: He would have 13 days accrued at that point.

19 MR. HOFFMAN: And he would be paid 13 days.

20 MR. KIRBY: The only point for the matter of the record,  
21 and I think, Roy, I have asked this to you, if the man had worked  
22 13 days a year which has gone by, we agree that as of January  
23 1970, the man has 12 months, where he had 13 days.

24 Under the old contract, he had 12 days. He gets another  
25 13 in February of 1970, another 13 in March, April, May, June  
26 and July. He takes his vacation then at the end of July; and he



1 has got six more on the books added to his first 12, hasn't he?  
2 But when he goes on vacation in July, you don't pay him 18 days.  
3 You only pay him the 12.

4 Is that your issue?

5 MR. FOX: My issue is that we are only going to pay him 12  
6 days a year.

7 This man drew what would have been simplified, except that  
8 when we first opened this terminal, we agreed with the terminal  
9 manager here to pay these people accrued vacation prior to  
10 establishing their first year anniversary, which is contrary to  
11 the contract. We paid this man five days after he had been on  
12 the payroll five months, which we no longer do. We paid him 13  
13 days from the time he was on the payroll, up to April 3, when he  
14 was laid off. He actually received 13 days' pay for vacation.

15 MR. HOFFMAN: Let me say this then: On February 6 of 1970,  
16 he had his year in. He worked 13 days in the month of March,  
17 right?

18 MR. FOX: Yes.

19 MR. HOFFMAN: And he was laid off on April 3.  
20 How long was he laid off in April?

21 MR. FOX: Practically the whole month. He worked, I think,  
22 three or four days in the month of April. And that was it. We  
23 laid all personnel off here, Freddy, system-wide.

24 CHAIRMAN WILLIAMS: I can't understand where the  
25 complication is, that if I start to work on the 7th, and under-  
26 standing the rules that I have got to work 12 days before I am



1 recognized for seniority --

2 MR. HOFFMAN: 13 days.

3 CHAIRMAN WILLIAMS: 13, so my seniority date is actually the  
4 date I got the 13 days in.

5 MR. HOFFMAN: That is your seniority date.

6 CHAIRMAN WILLIAMS: That is when my seniority starts, and in  
7 this case it was on the 27th.

8 Now, since we recognize the 6th on fringe benefits, then his  
9 year on fringe benefits would have to start from the 6th; and if  
10 you got one day a month per year for vacation, that would be 13  
11 days involved here, if I was laid off, discharged, fired or  
12 what have you.

13 MR. KIRBY: If you are fired, you get 13.

14 CHAIRMAN WILLIAMS: Now, if I am laid off, doesn't the same  
15 thing apply? That is what I am saying.

16 MR. KIRBY: This particular man, as I understand it -- I  
17 see your point. He was laid off in May.

18 MR. FOX: What you are saying is true, Roy. It is only in  
19 direct conflict where it says: A man will only earn --

20 CHAIRMAN WILLIAMS: He still doesn't earn it and, hell, this  
21 happens all over the country.

22 For instance, if a man is actually entitled to a vacation,  
23 and according to seniority, based on the amount of people you can  
24 let loose at the same time; say my anniversary date is February  
25 6, just for argument's sake, it could be that I don't take my  
26 vacation until July because my seniority won't let me go in that



1 length of time. So, the next year I take it then in July, and  
2 the next year after February 6th, I have earned another one.  
3 So, I go then prior to July and you have actually paid me 24 days  
4 in a year's time, but I didn't earn more than 12. But you actual-  
5 ly paid me because this year my seniority wouldn't let me go until  
6 July. February 6th is my anniversary date. I left in July.

7 The next year I go in March, see? So, I go in March and  
8 he paid me. I'd have to go past July for me to earn more than  
9 one vacation; but you can easily pay me more than one.

10 MR. FOX: I paid you, because you accrued it, Roy.

11 CHAIRMAN WILLIAMS: I am saying that, but I didn't earn more  
12 than 12 in a year.

13 MR. LAWLOR: How do you feel you are accruing more than 12  
14 in a year? I don't follow you there.

15 How do you feel there is any conflict in the two arguments.  
16 I don't follow your thinking, and let me understand this: The  
17 man started on February 7 for all intents and purposes, as far  
18 as fringe benefits or as far as vacation, right?

19 MR. FOX: Yes.

20 MR. LAWLOR: On February 6, 1970, he will have accrued 12  
21 days' vacation pay, right?

22 MR. FOX: Yes.

23 MR. LAWLOR: If he wanted a vacation that day, you would have  
24 given him 12 days' pay. At that point he already received five.

25 Then, from February 7 to March 6, he would have then been  
26 entitled to more than one day, is that right? Argue with me if



1 I am wrong.

2 On March 7 to April 3rd, the day of layoff, he would have  
3 accrued more than one day?

4 MR. FOX: Okay.

5 MR. LAWLOR: That would be a total of 14 days?

6 MR. FOX: That is correct.

7 MR. LAWLOR: Why didn't you pay him 12 days?

8 MR. FOX: He hadn't accrued it. He had already been paid  
9 five. He didn't have 12 days accrued.

10 CHAIRMAN WILLIAMS: Accumulative to the total of 12, he is  
11 saying.

12 MR. LAWLOR: It would seem to me that I would have paid him.  
13 You already paid him five days. I would have given him seven  
14 days.

15 MR. FOX: There is no argument in this area. If you lay a  
16 man off, he can demand pay for all time accrued.

17 MR. LAWLOR: If you did one or the other, I don't follow you.  
18 In other words, if you paid just 12 on April 3rd, you would have  
19 given him seven day's pay.

20 If you paid all the days accrued, you would have paid him  
21 nine.

22 MR. FOX: He demanded his pay in full. We thought we had  
23 paid him in full.

24 MR. NUNES: But they still paid back the one day.

25 MR. FOX: Yes.

26 MR. LAWLOR: The whole confusion is that you feel you don't



1 owe him vacation pay for February, 1969, isn't that it?

2 MR. FOX: No. There is a controversy here to that effect.

3 MR. LAWLOR: What is the controversy?

4 MR. FOX: I think it was cleared up in the past grievance on  
5 this thing when it talked about: if you are going to establish  
6 the fact that the man earns 13 days, and he has earned a vacation  
7 in the early part of February, the only thing I am saying is that  
8 if we pay it on that basis, we are paying 13 days' vacation in  
9 the first year of employment.

10 MR. LAWLOR: No, you are not. I disagree.

11 CHAIRMAN WILLIAMS: Off the record.

12 [Remarks outside the record.]

13 [Executive session.]

14 MR. KIRBY: Based on the facts presented in this case, due  
15 to a layoff, the man is to receive all vacation pay accrued,  
16 based on each month that he has worked, 13 days or more. That  
17 is the contract.

18 MR. HOFFMAN: Second the motion.

19 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
20 "Aye."

21 Those opposed?

22 The motion is carried.

23 [Whereupon, the parties returned to the hearing room and  
24 the motion was read by Mr. Kirby.]

25 (No fee in this case.)

26 MR. NUNES: For the record, I went over with the employer



1 on the Ben Shaw case. Although it is a similar type of case, Ben  
2 Shaw has been paid everything he is entitled to, so there is no  
3 claim for pay.

4 MR. LAWLOR: There is no case on that one?

5 MR. NUNES: The decision will take care of his, too.

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1 CASE #11-70-5658

NOVEMBER 11, 1970

2:36 P.M.

2 LOCAL 315, MARTINEZ, CALIFORNIA and

3 PACIFIC MOTOR TRUCKING

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMANGORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

## 9 APPEARANCES:

10 WILLIAM HILLEBRAND appeared on behalf of the employer.

11 VINCE ALOISE appeared on behalf of Local 315.

12 - - -

13 CHAIRMAN WILLIAMS: The spotlight is on you, my friend.

14 MR. ALOISE: We are filing this on Past Practice. The  
15 company, in the past, has always paid the doubles rate for any-  
16 thing done in Local 315. All drivers in 315 get the doubles rate  
17 even if some weekend work comes up.18 I have got the dates here. It came up on 7-25-70, I think;  
19 and the company paid the men for what they did: whether they  
20 were hostling, they paid them hostling; if they drove a single,  
21 they paid them for that; or if it was platform, they paid them  
22 platform.23 Two weeks later they went through the same thing and paid  
24 everybody doubles again, or this was a week later.25 But, our position is that they always paid the doubles,  
26 regardless of what date it was, and now they are trying to cut



1   them back to the classification of what they worked.

2       MR. HILLEBRAND: This is basically the right information.  
3   We do pay our people out of Richmond the doubles rate of pay, and  
4   we always were paying them the doubles rate of pay up until the  
5   time of the new contract where you have in your Section 7-Rotation  
6   of Saturday, Sunday and Holidays; and Item (f), which says, "Men  
7   receive wage rates for classification work."

8       At that time is when we went to the contract on weekends,  
9   Saturday, Sunday and holiday work where we paid a man for the  
10   exact classifications they worked. If they come in, we post up  
11   or tell a man when we want a hostler or five dockmen; and he  
12   accepted that. He gets a dock rate of pay.

13       Mr. Aloise said that the second week we did pay the doubles;  
14   and the reason being was that we were told if we didn't pay it  
15   at that time, we wouldn't have anybody to work, and we had to  
16   absolutely work that day.

17       Mr. Aloise was not the one I talked to, but we are just  
18   strictly going according to Section 7 of the contract, when men  
19   received their rate for classification work on the weekends.

20       CHAIRMAN WILLIAMS: Anything else?

21       MR. ALOISE: To reiterate, they have been paying this up  
22   until the 25th of July. The contract, I think, came into effect  
23   May 20th, and they still paid it.

24       MR. HOFFMAN: May 18th.

25       MR. ALOISE: May 18th. They paid the doubles rate up to  
26   that Saturday.



1 MR. LAWLOR: If they go out during the week for this ware-  
2 house work you are talking about, what do you pay them?

3 MR. HILLEBRAND: During the week, Monday through Friday, we  
4 paid all our people at Richmond the hostlers' double rate of pay.

5 CHAIRMAN WILLIAMS: Excuse the parties.

6 [Executive session.]

7 MR. HOFFMAN: Based on the facts presented in this case,  
8 the claim of the union be upheld.

9 MR. KIRBY: Second.

10 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
11 "Aye."

12 The motion is carried.

13 [Whereupon, the parties returned to the hearing room and  
14 the motion was read by the reporter.]

15 (The company pays the fee.)

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1 CASE #8-70-5499

NOVEMBER 11, 1970

2:50 P.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 PETERS TRUCK LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 JACK McCLURE appeared on behalf of the employer.

11 CHUCK MACK and BOB FREITAS appeared on behalf of Local 70.

12 - - -

13 MR. MACK: This is the case where the 85 men did 70 work.

14 MR. KIRBY: Yes.

15 MR. MACK: In this particular case, on Wednesday, June 3rd,  
16 1970, a Local 85 man worked the platform at Peters Terminal,  
17 Local 70 jurisdiction.

18 The union feels that the members of Local 70 should have  
19 performed this work.

20 Now, what happened is this: A Local 85 man, who has no  
21 right to begin with -- but he has done this and has done it for  
22 a while -- comes over to the terminal in Oakland from San Francisco  
23 He comes over here empty and picks up the freight, which originates  
24 on our side of the Bay, and delivers that. That is not this  
25 case.

26 The facts in this case are that the guy came over to our



1 side of the Bay. Some of the freight he wanted was loaded in the  
2 van, and that was parked on the other side of the dock. This guy  
3 went over and moved freight aside to take out the marks that he  
4 wanted to get out, and trucked back out across the dock over to  
5 his pickup. We recognize that 85 men can come into our  
6 jurisdiction, of course, work the platform on his section, and  
7 put it on bobtail or trailer, whatever he has, in accordance  
8 with the past decision of this Grievance Panel; but an 85 man  
9 cannot come over, across the dock, into the inbound side to get  
10 the freight out; and we feel when the man was instructed to do  
11 this by the supervisor at that time, that the supervisor was  
12 violating the provisions of the contract, and we have a pay  
13 claim.

14 Those are the facts in the case.

15 CHAIRMAN WILLIAMS: Okay, go ahead, sir.

16 MR. MCCLURE: Well, the facts are that this man is there  
17 for the prime purpose of getting his own freight for delivery  
18 in San Francisco. He shows up over there, loads his own stuff,  
19 gets out, comes over to San Francisco and gets it.

20 At the end of the day, he takes his load back and unloads.  
21 All he touches is the freight concerned with in San Francisco.  
22 This is management's contention.

23 CHAIRMAN WILLIAMS: Well, let me ask a question, Mack.

24 Supposing this freight that we are now talking about had  
25 been in a bay, or I assume there's a place to put the freight  
26 that is unloaded by Local 70 people into an area for this, or



1 any other driver, whether he be interline or what have you, and  
2 had this been loaded in that bay, and he came over and loaded  
3 it onto his pickup truck, took it over and delivered it in San  
4 Francisco, would there have been any claim here?

5 MR. MACK: Not in this particular case, no.

6 CHAIRMAN WILLIAMS: Your claim is: that since the freight  
7 he wanted was in another trailer, it created a problem of moving  
8 some freight to get his, is that what you are saying?

9 MR. MACK: Yes. He didn't have the right to wonder all over  
10 the dock. It was in a particular location on the dock. Of  
11 course, he has that right to take it off. That has been the  
12 decision of the Panel before.

13 CHAIRMAN WILLIAMS: Anything else to add, anybody?

14 Excuse the parties.

15 [Executive session.]

16 MR. HOFFMAN: I would like to make a motion. Based on the  
17 facts in this case, the claim of the union is upheld.

18 CHAIRMAN WILLIAMS: You have heard the motion. Can I get  
19 a second?

20 MR. KIRBY: Second.

21 CHAIRMAN WILLIAMS: All in favor, signify by saying, "Aye."  
22 The motion is carried.

23 [Whereupon, the parties returned to the hearing room and  
24 the motion was read by Chairman Williams.]

25 (The company pays the fee.)  
26

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1 CASE #8-70-5500

NOVEMBER 11, 1970

3:08 P.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 PETERS TRUCK LINES

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 JACK McCLURE appeared on behalf of the employer.

11 CHUCK MACK and BOB FREITAS appeared on behalf of Local 70.

12 - - -

13 MR. MACK: On this case, the company is dead wrong in this  
14 case. I know that might sound like that is editorializing --

15 MR. KIRBY: Do you want us to vote on it now?

16 MR. MACK: The company dropped six trailers of their own  
17 vans at Sea-Land on March 14, 1970, and the vans were unloaded  
18 by Teamster Local 70 personnel.

19 This is in direct violation of the Master Freight Contract  
20 and the people working under it.

21 Sea-Land is not a party to the Master Freight Contract, and  
22 they have their own separate agreement.

23 Am I right?

24 MR. NUNES: Yes.

25 MR. MACK: They have their own separate agreement, even  
26 though they are members of Teamsters Local 70.



1 Peters dropped six vans on an overtime day, and had people  
2 that were their employees unload them, and we feel that the six  
3 men who didn't work on that particular day are entitled to  
4 compensation.

5 CHAIRMAN WILLIAMS: Were they dropped in there by line  
6 drivers?

7 MR. MACK: Yes, which makes it worse.

8 Line drivers dropped them in, or some of them.

9 Some of the trailers were dropped at Peters Terminal in  
10 Oakland, and taken over by 70 employees at Sea-Land. Some were  
11 line drivers. They have that jurisdiction in Alameda County.

12 CHAIRMAN WILLIAMS: What I was trying to establish, were  
13 there any people working from 70 for Peters at that time?

14 MR. MACK: On that particular day, no. This was a Saturday.  
15 Those are the facts in the case. This happened on March 14,  
16 1970.

17 MR. McCLURE: We feel just the opposite. There is no claim  
18 involved here for the simple reason that these particular loads  
19 are agricultural commodities. They are potatoes hauled out of  
20 northern California under a contract with the government.

21 The contract calls for Sea-Land to furnish us their vans,  
22 and we pick up their empties and take them up there, and they  
23 are loaded and brought back by our drivers and dumped off at  
24 Sea-Land. Sea-Land does all the unloading.

25 On this particular incident, Sea-Land was short six vans.  
26 They could not furnish the vans, and they made arrangements with



1 our company to furnish the vans to them. We picked the potatoes  
2 up and brought them down.

3 Now, three of these loads were brought down by sub-haulers,  
4 not by Peters' employees. Two of the three loads were brought  
5 down on Friday, the 13th, by Steve Graff Trucking Company, a  
6 sub-hauler for Peters.

7 One of the loads was brought down on Saturday, the 14th,  
8 by a sub-hauler contractor, Sand and Gravel. Three of the other  
... 9 three loads were brought down by Peters' line drivers on Saturday,  
10 the 14th and dropped off at Sea-Land.

11 Part of Sea-Land's contract with the government was to  
12 unload these vans the next day or two, whenever it was; and the  
13 next week, we picked up our vans as needed.

14 In each instance, these vans were, in effect, Sea-Land vans  
15 and they were doing the work they always do. We do not partake  
16 in the unloading of any of those vans on that contract arrange-  
17 ment we have with the government on the hauling of the potatoes.

18 Therefore, we don't feel that a claim is in order.

19 CHAIRMAN WILLIAMS: Anything else?

20 MR. MACK: Yes. I want to say some things regarding this:

21 Every time we seem to put in a claim against them, they  
22 bring in the agricultural and horticultural.

23 The fact is, that our employees at the Oakland location  
24 unload potatoes often. They take them to every frozen food place  
25 in our jurisdiction. In fact, all the times that I know of  
26 where they come into the Oakland Terminal, then they are delivered



1 by Oakland employees.

2 Now, the fact that the contract has been violated here, I  
3 don't think is disputable. The company gave the work to non-  
4 bargaining unit people to do, which is in violation of the  
5 contract.

6 The question of the government lease, the trailers can be  
7 leased to Sea-Land, and Sea-Land employees can do it on a lease  
8 arrangement for the government contract, and I don't think this  
9 is a valid argument. We all remember, hopefully, that there  
10 was a case here one time involving Hutchinson Drayage, where they  
11 made the same claim; where they leased equipment to another  
12 place of business and went up to that place of business to do  
13 loading or unloading. In that case, the panel found in their  
14 favor. There's no other way around this. There's no reason for  
15 it. They had their employees, and they just didn't want to call  
16 them in and pay them the time and a half pay.

17 CHAIRMAN WILLIAMS: The company said one thing, Mack; they  
18 never unloaded the vans that go to Sea-Land. Is this true?

19 MR. MACK: With one difference. It would have been  
20 different, and we would have put in no claim if they were Sea-  
21 Land vans; but they are not Sea-Land vans. They are Peters'  
22 own vans that were used in this particular case, it puts  
23 the union in a convenient position. If they have to run around  
24 and determine each time one of their own vans comes down whether  
25 they formerly carried for this carrier and they changed vans  
26 this one time, therefore because the freight was formerly hauled



1 in other vans, we wouldn't have a claim in this particular case.  
2 It was done in those vans by Peters. We don't know if they have  
3 done it in the past, or whatever the case might be.

4 MR. LAWLOR: One question, Chuck: If it were the reverse  
5 situation and Peters was using a Sea-Land van to transport  
6 something you normally unloaded, would you say that by the fact  
7 they were moving something in Sea-Land vans, removed Peters from  
8 that responsibility?

9 MR. MACK: No.

10 MR. LAWLOR: In other words, what they did do here, if I  
11 understand you right, they are using Peters vans as a substitute  
12 for Sea-Land vans to haul Sea-Land freight. What I am saying is:  
13 Would you feel the same way if it was reversed and they were  
14 using Sea-Land vans to haul?

15 MR. MACK: In this particular case, the fact that they are  
16 using Sea-Land -- well, the only fact we know for sure is that  
17 they are using Peters' vans, you know; and if the freight is  
18 Sea-Land freight coming by Sea-Land vans, they don't even have  
19 to transfer the freight if it goes into that particular terminal  
20 and is loaded on the ship; but in this particular case, they need  
21 to have a transfer. When they had to have a transfer -- because  
22 that stuff had been transferred, rather than sitting on the Sea-  
23 Land vans -- we are entitled to do the work.

24 MR. HOFFMAN: You say it was agriculture. What was it that  
25 they were hauling?

26 MR. McCLURE: Potatoes.



1 MR. HOFFMAN: Sacked potatoes?

2 MR. McCLURE: Yes.

3 MR. HOFFMAN: What contract were these people under?

4 MR. McCLURE: We had to have a bid contract with the  
5 government.

6 MR. HOFFMAN: I am not talking about the contract with the  
7 government. The employer brought the potatoes down.

8 MR. McCLURE: Do you mean the sub-haulers?

9 MR. HOFFMAN: Your equipment, whoever was driving it, what  
10 contract were they working under?

11 MR. McCLURE: I don't know.

12 MR. MACK: They are working under the Line Contract.

13 MR. KIRBY: I can tell you that Peters does have an A and H  
14 Agreement. It all depends on the haul.

15 MR. MACK: They run all three together, whatever is  
16 convenient for them.

17 The guy that hauls it down from Redding comes into the  
18 Line Contract.

19 MR. KIRBY: It all depends on what merchandise they are  
20 hauling, if you check with the local that handles those line  
21 drivers.

22 CHAIRMAN WILLIAMS: Let me ask a question here, just to  
23 clarify this in my mind, because I am looking at Section 2 here,  
24 and there is no dispute that it was potatoes.

25 Supposing that the Sea-Land had three of these trailers and  
26 they came into Sea-Land, as I understand it, then Mack wouldn't



1 make the claim.

2 Now, supposing that the "Roy Williams Company" had a  
3 trailer rental place, and Sea-Land rented these trailers and  
4 brought them into Sea-Land. What would have been your position?

5 MR. MACK: Do you mean of the union?

6 CHAIRMAN WILLIAMS: Yes.

7 MR. MACK: If Sea-Land rented the trailers, if they rented  
8 them, there would be no claim.

9 MR. HOFFMAN: And these were potatoes, and they are still  
10 bringing up the agriculture here. I know that one pretty well,  
11 too.

12 MR. McCLURE: I am not trying to play a game.

13 MR. HOFFMAN: Where were the potatoes picked? Were they  
14 picked up from the warehouse or right from the field or what?

15 MR. McCLURE: They were picked up at McDowell, California  
16 and these potatoes were loaded into the vans.

17 MR. HOFFMAN: From a warehouse or what? That is the part  
18 I'd like to know.

19 MR. McCLURE: Well, I can't really competently tell you.

20 Peters' people do not load the vans up there. They are  
21 loaded, as a government contract, by the source that furnishes  
22 the potatoes.

23 MR. HOFFMAN: Are these processed or sacked or are they  
24 always by an agricultural agreement. The agricultural agreement  
25 is from the field to the cannery.

26 Now, if that's one, it's one thing; but if it was picked up



1 in the warehouse and processed, that is what I don't know.

2 MR. McCLURE: Looking at these bills, I would have to assume  
3 that they are picked up out in the field or through a field  
4 process. The shippers are the farmers.

5 MR. MACK: I dispute that. I can't see how you can pick up  
6 six vanloads of potatoes on one particular date and bring them  
7 in.

8 CHAIRMAN WILLIAMS: He didn't pick them up in the same day.  
9 He brought two or three of them in on Friday, and one load came  
10 in on Saturday.

11 MR. MACK: These were all picked up at the same time, there.

12 MR. McCLURE: There are different bills on each shipment.

13 MR. LAWLOR: You don't think you can load six loads of  
14 potatoes in one day, do you?

15 My God, you would get 40 loads of potatoes.

16 CHAIRMAN WILLIAMS: Off the record.

17 [Remarks outside the record.]

18 CHAIRMAN WILLIAMS: It is very hard to tell, with the bills.  
19 It certainly says that they did come from Farms, Incorporated;  
20 and they could or could not have had a warehouse. So, I don't  
21 think we can determine it here.

22 Is there anything else on this case?

23 MR. LAWLOR: Do you happen to know whether Peters charged  
24 Sea-Land extra, over and above what they hauled in Sea-Land  
25 trailers?

26 MR. McCLURE: I don't know.



1 CHAIRMAN WILLIAMS: Excuse the parties.

2 [Executive session.]

3 MR. KIRBY: Based on the facts in this case, the claim is  
4 denied.

5 MR. HOFFMAN: Second.

6 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
7 "Aye."

8 The motion is carried.

9 [Whereupon, the parties returned to the hearing room and  
10 the motion was read by the reporter.]

11 (The union pays the fee.)

12 - - -



1 CASE NO. 11-70-5651

NOVEMBER 11, 1970

3:36 P.M.

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 DELTA LINES, INC.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 WILLIAM BACIGALUPI appeared on behalf of the employer

11 LOU RIGA appeared on behalf of Local 70.

12 - - -

13 CHAIRMAN WILLIAMS: Lou, you are on.

14 MR. RIGA: Okay.

15 The case in question here occurred when a Local 468 driver  
16 came down from Sacramento, went down to Berth H, Johnson Lines  
17 in Oakland, and dropped a loaded set and picked up two empties  
18 and took them back to the Oakland Terminal, where he curtailed  
19 his trip for that day.

20 Now, we have a Local Cartage Agreement with Delta Lines,  
21 and they should abide by our work jurisdiction, which they did  
22 not; and we are asking pay for the man, and I am sure we had a  
23 layoff at that time, for a day's pay for having 468 do our local  
24 work.

25 That is it.

26 CHAIRMAN WILLIAMS: Go ahead.



1 MR. BACIGALUPI: What happened, we don't feel a 468 man  
2 returned with a set of empties, rather than bobtail, violating  
3 their jurisdiction.

4 He merely brought the empty from the Port to his home base,  
5 where he died; and he dropped a set at the Port. He left  
6 Emeryville to Sacramento, picked up the load, from Sacramento to  
7 the Port, he dropped the load and picked up two empties and  
8 brought them back to Emeryville.

9 MR. LAWLOR: Who unloaded the trailer?

10 MR. BACIGALUPI: Local 70.

11 MR. LAWLOR: That day or the next day?

12 MR. BACIGALUPI: I don't know.

13 CHAIRMAN WILLIAMS: I don't have any questions.

14 Excuse the parties.

15 [Executive session.]

16 MR. HOFFMAN: I make a motion that based on the facts in  
17 this case, the claim of the union be upheld.

18 MR. KIRBY: Second.

19 CHAIRMAN WILLIAMS: You have heard the motion. All those  
20 in favor, signify by saying, "Aye."

21 Those opposed?

22 The motion is carried.

23 [Whereupon, the parties returned to the hearing room and  
24 the motion was read by Chairman Williams.]

25 (The company pays the fee.)

26 - - -



1 CASE #11-70-5706

NOVEMBER 11, 1970

4:30 PM

2 LOCAL 315, MARTINEZ, CALIFORNIA and

3 BIGGE DRAYAGE COMPANY

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 GLEN HOLTWICK appeared on behalf of the employer.

11 JOE DAVIS, VINCE ALOISE and DICK SARMENTO appeared on behalf  
12 of Local 315

13 - - -

14 MR. DAVIS: To go back to the beginning, this case was  
15 filed on 2-18-70 where we asked a day's pay for 12 days for a  
16 man by the name of Ken Jones, who was off and available in the  
17 hiring hall, and the company would not utilize any 315 men.  
18 All they would utilize was 20 men between Local 70 and Local 468  
19 on the pickup and delivery in Contra Costa County on certain  
20 jobs.

21 Then when things slacked off in Contra Costa County, they  
22 didn't want to lay off the qualified men, so then they asked if  
23 they can use Local 315 men in 70 jurisdiction; so they did by  
24 signing an agreement between Joe Arena, myself, and Mr. Reicher,  
25 who is the manager of Industrial Relations, where it says that  
26 they shall use 50 percent 315 and 50 percent 70 men, so that  
was ruled on. It was a jurisdictional dispute.



1        So then, under that case number 3-0-LD 5353, this was under  
2        the provisions of Article 30, the case was referred to the  
3        proper tribunal for determination, which we set up a meeting  
4        with Joint Council 7.

5        On August 4, it rendered that all work performed in that  
6        local jurisdiction, belonged to that local union.

7        So, I wrote Mr. Holtwick a letter on August 7, and asked him  
8        that after we got this decision, if he would send a check to the  
9        local union on behalf of Ken Jones for the same amount of money  
10       he paid Local 70.

11       He refused, or he didn't give me an answer.

12       That case was upheld in the union's behalf, and we are here  
13       today.

14       I have got a picture here, if the panel is interested, where  
15       they come over and pick up in Richmond and park 90 percent of  
16       the rigs in Contra Costa County.

17       On account of the time limits to take the tractors home,  
18       they come back the next morning, and deliver anywhere from 20 to  
19       40 miles in 315.

20       At this time, one available man was off and available.

21       I rest there, with the right to rebutt.

22       Do you have anything further?

23       MR. ALOISE: No. That covers it pretty well.

24       MR. KIRBY: Question --

25       MR. DAVIS: Before you ask that, I would like to add one  
26       thing, and Mr. Holtwick keeps asking me, that was for steel



1 girders. When that was made up with Local 70 and the company  
2 and myself, that was a BART transfer.

3 They do haul steel girders over the freeway and cement  
4 encased with steel; so it all has to do with hauling girders for  
5 this BART Rapid Transit deal.

6 MR. HOFFMAN: You have got me confused, Joe.

7 What is the position of Local 315, that Local 70 or 85 or  
8 whatever the local was that you mentioned, are coming into  
9 Contra Costa County and picking up in Contra Costa County and  
10 delivering within Contra Costa County?

11 MR. DAVIS: Yes, sir. That is why we made this deal.

12 MR. HOFFMAN: I don't know about the deal.

13 MR. DAVIS: Maybe I explained myself wrong; but that is the  
14 way it was made, this way, to keep the qualified men --

15 MR. HOFFMAN: Well, going by what the contract says, "Pick-  
16 ing and delivering within the jurisdiction of the local union."

17 MR. ALOISE: Right.

18 MR. KIRBY: Joe, this case was originally referred to the  
19 Jurisdictional Committee under Article 30, is that right?

20 MR. DAVIS: Right.

21 MR. KIRBY: When did they hand down their jurisdictional  
22 decree?

23 MR. DAVIS: August 4. I have the letters to 468, Local 70  
24 and myself, and it was August 4.

25 MR. KIRBY: Is your pay claim prior to August 4?

26 MR. DAVIS: The pay claim was for the 2nd.



1 CHAIRMAN WILLIAMS: He is asking for 12 days, is what he  
2 is asking for.

3 MR. DAVIS: When they performed this work, 12 days the man  
4 was available.

5 CHAIRMAN WILLIAMS: I assume, Joe, that there is no claim  
6 built up since that time you are talking about, just 12 days,  
7 is that right?

8 MR. DAVIS: Just when this one man was off and available.

9 MR. ALOISE: This is what we worked out with 70, Freddy.

10 (Mr. Aloise handing a document to Mr. Hoffman.)

11 MR. ALOISE: Roy, see how specialized that work is?

12 MR. DAVIS: That is why they won't qualify guys.

13 MR. ALOISE: You couldn't just call anybody out for that.  
14 The girders weigh 120 tons.

15 MR. HOLTWICK: They weigh between 80 and 120, yes. They  
16 have 16 of them on this job, 16 girders.

17 CHAIRMAN WILLIAMS: Does the company want to continue?  
18 We haven't heard from you as yet.

19 MR. HOLTWICK: I haven't been asked to testify.

20 CHAIRMAN WILLIAMS: I asked you a while ago, and then we  
21 got to arguing.

22 MR. HOLTWICK: Yes, I would like to.

23 CHAIRMAN WILLIAMS: I thought surely you would have something  
24 to say.

25 MR. HOLTWICK: This agreement Mr. Davis has, so far as our  
26 company is concerned, it is not an agreement. Mr. Reicher has



1 no authority to enter into any agreement with reference to the  
2 labor contract, so far as Bigge Drayage Company is concerned,  
3 and never did have; but be that as it may, what he says in there  
4 is what is generally understood around the house, that there  
5 had been a verbal agreement entered into with Arena, and I think  
6 Johnny Foster, wasn't it?

7 MR. DAVIS: Joe Arena, myself and Mr. Reicher, and I don't  
8 know where you was.

9 MR. HOLTWICK: This was with reference to girders we were  
10 hauling at that time from Richmond to Alameda County, and on  
11 what basis 70 and 315 agreed to, I don't know. I didn't  
12 participate in it.

13 However, when this job came up, it was not into Alameda  
14 County. It was wholly within Contra Costa County, and the job  
15 had been postponed. 16 girders, they weighed from 80 to  
16 approximately 120 tons, and there were only 16 girders. It took  
17 12 days, the 12 days that Mr. Davis said, to haul them. We had  
18 no men on seniority in Local 315 whatsoever. The word got  
19 around about the job, and work was slack, as it is in February;  
20 and 468, Mr. Freitas and Mr. Applebaum told me, cold turkey,  
21 that since our men and equipment were going to originate in our  
22 terminal in San Leandro, go to Richmond, be loaded; go to Danville  
23 or Walnut Creek in Contra Costa County and be unloaded.

24 Then, they were to return to our terminal in San Leandro.  
25 It was short-line work, and they had no interest whatsoever in  
26 any agreement entered into between 70 and 315 and Bigge, verbally



1 or otherwise.

2 I tried to and I did have a pre-job conference. I couldn't  
3 do it other than by a conference telephone call, and Mr.  
4 Applebaum was on the telephone call with Mr. Davis and myself.  
5 Mr. Sarmento was not in on it. Mr. Applebaum told Mr. Davis  
6 just what I am telling you right here, "You use my men or I'll  
7 file a run-around on you."

8 Now, I personally did think that Applebaum was right, in  
9 my own mind. I checked it out with our labor council at C.T.A.,  
10 and they felt he was right. He told Mr. Davis, before we did  
11 the job. It was the day he was leaving for -- what do you call  
12 this grievance in Fresno?

13 Anyway, Mr. Davis filed a run-around.

14 I used Local 468 men. When I ran out of them, I did as I  
15 told Mr. Sarmento I would do, I filled out with 70 men, if we  
16 had any available that qualified, and that is all I have to say.

17 CHAIRMAN WILLIAMS: Anything else, Joe?

18 MR. DAVIS: Not much, without being repetitious.

19 That completes pretty much of my case.

20 MR. HOFFMAN: Who is Reicher?

21 MR. DAVIS: Reicher, he was a wheel before this guy entered  
22 into the picture. I met with him and Dave Perkins, who picked  
23 the guy out from the hall and interviewed him and took him down  
24 and tried him out.

25 MR. HOFFMAN: Was he a labor man?

26 MR. ALOISE: He was an industrial relations man.



1 MR. DAVIS: He was the man you dealt with at that time.

2 They also not only hauled girders on this situation, they  
3 hauled pre-fabbed houses from the shipyard in Richmond, up 16  
4 blocks into the town and city of Richmond, using half 70 men  
5 and half 315 men.

6 This Ken Jones was qualified by the company to haul either  
7 girders or pre-fabbed buildings, and so forth. He often was  
8 available at the hiring hall on these 12 particular days on the  
9 16 girders they hauled.

10 CHAIRMAN WILLIAMS: Anything else?

11 MR. HOLTWICK: Ken Jones was not on our seniority list. I  
12 personally never heard of him.

13 CHAIRMAN WILLIAMS: Anything else?

14 Excuse the parties.

15 (Executive session.)

16 MR. HOFFMAN: I make the motion, based on the facts present-  
17 ed in this case that the claim of the union be upheld with 12  
18 days' pay only for the driver.

19 CHAIRMAN WILLIAMS: Ready for the question. All those in  
20 favor, signify by saying "Aye."

21 Those opposed?

22 The motion is carried.

23 (Whereupon, the parties returned to the hearing room, and  
24 the motion was read by Chairman Williams.)

25 (The company pays the fee.)

26 - - -



1 CASE NO. 11-70-5704

NOVEMBER 11, 1970

4:58 PM

2 LOCAL 70, OAKLAND, CALIFORNIA and

3 TRANSCON LINES.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

7 APPEARANCES:

8 AL PADRO appeared on behalf of the employer.

9 ROY NUNES, BOB STAGE and GEORGE HANSON appeared on behalf of  
10 Local 70.

11 - - -

12 MR. KIRBY: This is an Article 6 and 60 case. The union  
13 feels the employee should be paid the hostlers' scale, according  
14 to the grievance filed by the union in case 2-0-LD 5290.

15 The company did not agree. The relief being sought: request  
16 on this scale be paid.

17 MR. NUNES: The union, on January 29th of 1970 filed a case  
18 under the Maintenance of Standards, and also under Article 60  
19 where the company paid the hostlers' scale.

20 The union knows what the agreement specifies as to a  
21 hostler, and describes his duties. So, we are here only to talk  
22 about the rate of pay and not actually the hostler's duties.

23 The company, historically, has paid the men the highest  
24 scale, and to explain that: If I am a bobtail driver and I  
25 check my water, oil and fuel, I receive the heavy-duty scale.  
26 If I was a heavy-duty driver and checked my water, oil and fuel



1 or didn't check it, I received the doubles scale. That is why we  
2 came to the hostlers' rate.

3 Now, when we filed the case and when we based it in this  
4 manner in a prior agreement between Chuck Mack and Wesley Hayden,  
5 the then Operations Manager for Transcon Lines, in the month of  
6 February the company agreed to pay the hostler rate on checking  
7 water, oil and fuel of the vehicle assigned to the driver.

8 This higher rate of pay was not just to be paid when adding  
9 any of the above-mentioned things, but for checking only.

10 The company has continued to pay this higher rate throughout  
11 1969 and 1970, in spite of a bulletin passed December 15, 1969;  
12 and the company still continued to pay this higher rate of pay  
13 up and until the second bulletin passed, stating the company  
14 would no longer pay the higher rate for checking water, oil and  
15 fuel.

16 Therefore, when checking or performing the checking of the  
17 trucks, the Local union fully understands the Hostler Provision  
18 in the contract, but because management agreed to pay each and  
19 every driver for water, oil and fuel, we feel they have establish-  
20 ed a rate of pay for those men involved.

21 To further substantiate the proof, on December 15 of 1969,  
22 Mr. Gary Bowen, the Terminal Manager, posted a notice on the  
23 bulletin board and it said: "Hostler wages, please be informed  
24 that Transcon Lines intends to pay the hostlers' rate to employees  
25 only if those duties performed, as described in our Article 51,  
26 Section 8, Paragraph A and B of the National Master Agreement and



1 Local Supplement Agreement is performed."

2 So, it proves that the men never did the hostling duties  
3 as provided in the agreement.

4 CHAIRMAN WILLIAMS: They were to get the hostling pay for  
5 checking the fuel, oil and water?

6 MR. NUNES: Not necessarily. They have to add water and  
7 fuel.

8 CHAIRMAN WILLIAMS: That is what I am saying.

9 MR. NUNES: There were men that didn't write it on their  
10 timecards, is that true?

11 MR. HANSON: That's true.

12 MR. NUNES: Prior to that is when the second bulletin came  
13 out. I had a decision given to me on Joint Council 7 in this  
14 case 2-0-LD 5290, and the meeting date was 3-19-70, "based on  
15 the facts involved in this particular case, the union's position  
16 is upheld. Based on Article 76 and 60 of the current agreement,  
17 there is no monies claimed prior to that date."

18 Again, I would like to say that we did file, and the filing  
19 will show that, and Mr. Kirby read it in the record. This is a  
20 Maintenance of Standards file also.

21 Then, somewhere around August, the company again-- and this  
22 is August of 1970--stopped payment, and said they would no  
23 longer pay it because of the new agreement; and again we filed.  
24 Based on, again, the Maintenance of Standards, the union felt the  
25 employees should be paid the hostlers' scale, according to 2-0-  
26 LD 5290, heard on March 3, 1970.



1        Again, we received another decision on 9-3-70. This case  
2 was 9-0-LD 5783, I believe.

3        MR. PADRO: 5733.

4        MR. NUNES: The motion was based on Article 62 of the old  
5 agreement that the union claim be denied. That deadlocked, and  
6 again, I would like to say we did file it under the Maintenance  
7 of Standards. We are holding to the Maintenance of Standards.

8        Would you like to elaborate on this while we are here? If  
9 I have missed something--

10       MR. HANSON: No. All I can say is what I stated at the  
11 previous grievance in Burlingame, indicating that they just cut  
12 it out. They felt that by virtue of having a fuel tanker there  
13 that that augmented our not checking the vehicles. Consequently,  
14 they indicated at that time, the Terminal Manager did, that we  
15 would not have to do that any more because they did that with  
16 a particular tanker. Aside from the fact that prior to the  
17 tanker they had a hostler that was specifically designed to do  
18 this particular thing, and with the idea in mind that they could  
19 have conceivably missed a few vehicles so far as checking fuel,  
20 water and oil; therefore, again they put the responsibility upon  
21 the men.

22       Now, in addition to all this, due to the fact we do not  
23 check fuel, water and oil under the current policy of the company,  
24 there have been numerous breakdowns which I reiterated in the  
25 previous grievance. But, in addition to that, it vexes me no  
26 end that the company, aside from the fact that they do not



1 simply care for their equipment, at least allow for the life of  
2 the members; because in a lot of instances, believe it, they have  
3 been out in the road when the trucks have broken down on the  
4 Bay Bridge, winter, summer, you name it. The elements are there,  
5 and virtually they are taking their life in their own hands.

6 Naturally enough, when a truck breaks down and they have no  
7 recourse under the present agreement, and I have known numerous  
8 trucks and drivers and dates where these things have taken place  
9 to the time that this has expired, and it is a poor situation at  
10 best.

11 MR. NUNES: I would like to add to this to show you how  
12 complex this thing is. These men also received the hostlers'  
13 rate of pay if they removed or put on the spare tires into the  
14 rack of the line equipment. They also get the hostlers' rate  
15 of pay for parking. This is what I am saying, when the  
16 Maintenance of Standards is not a past practice, it is over and  
17 above the agreement.

18 MR. HANSON: In addition, they are replacing lightbulbs.

19 CHAIRMAN WILLIAMS: Let's hear from the company.

20 MR. PADRO: Both of the cases Mr. Nunes referenced, they are  
21 both filed under Article 6, as he adequately stipulated; and  
22 also Article 60.

23 The reason why, in August we discontinued paying that is  
24 based on the motion that was carried back in March of 1970,  
25 "Based on the facts involved in this particular case, the union's  
26 position is upheld, based on Article 60 of the current agreement."



1       We discontinued it because there was a new agreement that  
2 took place. It was filed under Article 6 and 60. There is no  
3 established past practice in writing between the local union  
4 and the company regarding this.

5       CHAIRMAN WILLIAMS: But you do admit that you have done it,  
6 that these rates were paid, whether it was in writing or  
7 otherwise. You are not disputing, at this date, that you did  
8 pay what the union is claiming on this work performed by the  
9 drivers?

10       MR. PADRO: In the past, I am not sure. I believe their  
11 claim applies 100 percent of the time, now.

12       The "hostler" has been indicated on their timecard. I  
13 believe that there was an agreement or something to the effect  
14 that if a man checked the fuel and water, and this was previously,  
15 that the hostler rate of pay would be paid.

16       However, prior to the filing, that was changed by bulletin.  
17 It was discontinued, and of course, the grievance has ensued.

18       CHAIRMAN WILLIAMS: This was in August when it was  
19 discontinued?

20       MR. PADRO: That is correct.

21       CHAIRMAN WILLIAMS: Does anybody have any questions?

22       MR. PADRO: I believe, Gordon, you might be able to assist  
23 me in this. I don't know that we had produced the timecards at  
24 the previous grievance.

25       MR. NUNES: No, you did not.

26       MR. PADRO: I thought there had been timecards produced that



1 indicated that some had been paid and some hadn't been paid.

2 MR. HANSON: No.

3 MR. HOFFMAN: LeRoy, how long has the company been paying  
4 these guys here for performing that work? How long has it been?

5 MR. NUNES: Two years.

6 MR. HANSON: A good year and a half.

7 MR. LAWLOR: Was this checking performed during this time?

8 MR. HANSON: Let's put it this way: It wasn't necessarily  
9 enforced, per se; that is, if the company were to ask me, for  
10 example, had I checked my fuel, water and oil, quite naturally  
11 I would answer affirmatively to get the higher rate of pay.  
12 This is not to say that this was done, nor was it done. I am  
13 saying that as far as I know, everybody did do this automatically.

14 MR. PADRO: And the timecard was noted as such, hostler,  
15 correct.

16 MR. KIRBY: How did this come about, George?

17 MR. HANSON: I believe it came about due to a dispatcher  
18 that was there, Jim Carlyle. He had indicated to an individual  
19 that he could fuel his truck. Then, gradually it picked up  
20 whereby an individual, just by virtue of checking the water and  
21 oil, received the hostler rate of pay.

22 The dispatcher thereupon gave us the hostler rate of pay.  
23 Consequently, it was uniform for every bobtail driver from that  
24 day forward to do this. This is how it came about.

25 MR. HOFFMAN: Can I ask the company a question?

26 The way I understand this, it has only been a year and a



1 half or two years, which brings it back to about 1968 that this  
2 Maintenance of Standards or whatever you want to call it, the  
3 employer put into effect prior to 1968 or prior to 1961 -- well,  
4 you were not paying that condition, were you?

5 MR. PADRO: I don't think so.

6 MR. HOFFMAN: It was put into effect the last couple of  
7 years?

8 MR. PADRO: I believe so.

9 MR. HOFFMAN: Under the old agreement, past practice is only  
10 when anything is prior to 1961.

11 Where does the past practice come in, that's the part I  
12 don't get.

13 Do you know, Kirby?

14 CHAIRMAN WILLIAMS: That is the reason why he filed it under  
15 the Maintenance of Standards, because it was a condition agreed  
16 to under the old contract.

17 MR. HOFFMAN: Two years?

18 CHAIRMAN WILLIAMS: That's right. It was agreed to and paid  
19 by the employer.

20 Now, what he is saying, is they are using the language of  
21 the new contract.

22 MR. HOFFMAN: Past practice?

23 CHAIRMAN WILLIAMS: Past practice, which didn't occur prior  
24 to 1961, and therefore he has a Maintenance of Standards.

25 MR. KIRBY: The committee ruled it was a past practice.

26 MR. HOFFMAN: How can they rule it was a past practice if



1 it wasn't in effect prior to 1961?

2 MR. KIRBY: The committee did it. We needed a majority vote.

3 MR. NUNES: This is under Article 6 and Article 60 in the  
4 past filings.

5 CHAIRMAN WILLIAMS: Anything else?

6 MR. NUNES: I would like to state this one thing before  
7 we leave. It amazed me at the time it was brought to the union's  
8 attention that when a driver checks his water, oil and fuel,  
9 that was part of the knowledge of a driver; but the company went  
10 over and above that and said: I will give you the dollar for  
11 you checking that. They deserve to be stuck with it.

12 That's my feelings.

13 CHAIRMAN WILLIAMS: Excuse the parties.

14 (Executive session.)

15 CHAIRMAN WILLIAMS: Based on the facts presented in this  
16 case, the claim of the union is upheld.

17 MR. HOFFMAN: Second the motion.

18 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
19 "Aye." Those opposed?

20 The motion is carried.

21 (Whereupon, the parties returned to the hearing room and  
22 the motion was read by the reporter.)

23 (The company pays the fee.)

24 - - -

25

26



1 CASE NO. 11-70-5602 NOVEMBER 11, 1970 5:24 P.M.  
2 LOCAL 70, OAKLAND, CALIFORNIA and  
3 SEA-LAND

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE: EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman GORDON KIRBY  
7 FRED HOFFMAN CHARLES LAWLOR

8 APPEARANCES:

9 SAL MORENO appeared on behalf of the employer  
10 ROY NUNES and TERRY LOPES appeared on behalf of Local 70.

11 - - -

12 MR. NUNES: This case was filed November 3rd with the  
13 Joint State Area, involving the Joint Council 7 Supplemental  
14 Agreement on a grievance filed under the Sea-Land contract,  
15 Article 2.

16 A description of the case being filed: Terry Lopes worked  
17 for Sea-Land from 9-16-70 to 10-9-70. He was worked 12 days.  
18 9 of these days were by request of the employer.

19 The union is claiming subterfuge by the company for not  
20 hiring Terry Lopes. The union requests that Terry Lopes be on  
21 seniority list and receive all back monies due.

22 MR. HOFFMAN: Can I have the dates again?

23 CHAIRMAN WILLIAMS: He went to work on 9-16-70.

24 MR. NUNES: Up to 10-9-70. He worked 12 days, and 9 of these  
25 days were at the request of the employer.

26 CHAIRMAN WILLIAMS: Now, in the Sea-Land contract, did you



1 maintain the 12 days?

2 MR. NUNES: Right. The Sea-Land agreement has a 13-day  
3 provision, and that's why I have to elaborate on this case.

4 According to Lopes, when he first came out of the hall, he  
5 worked for one of the supervisors who felt his work was very good.

6 Mr. Lopes was then asked by the company to fill out a job  
7 application. At that time, Lopes refused, not wanting to give  
8 a reason why.

9 The following day he was asked again to fill out a job  
10 application, and at that time he told the supervisor the reason  
11 why. He said, "I don't want to fill out a job application  
12 because I have just been released from prison and I am on parole,  
13 and I was in jail for strong-armed robbery."

14 And this is what the union is basing their whole case on,  
15 they still requested Mr. Lopes, by name at the hall; and the  
16 supervisor said, "I want you to fill out a job app."; which I  
17 believe you did.

18 MR. LOPES: On the 2nd or 3rd day.

19 MR. NUNES: At this point, they called him every day by  
20 name; and the supervisor says, "I am going to try to get you to  
21 work here."

22 Then, following this, this supervisor goes to Mr. Tom  
23 Morehouse and says, "I'd like this guy to go to work, and tell  
24 him the story."

25 Morehouse makes a statement to the supervisor, "Well, you  
26 get him off to the side and tell him that we will work him, but



1 we can't put him on the payroll because of our security check;  
2 but get him off to the side where nobody is around when you tell  
3 him this."

4 MR. LOPES: They said 10 days a month.

5 MR. NUNES: They were willing to give him 10 days a month.

6 The next time Morehouse talked to him, Morehouse says he  
7 likes his work and he is going to try to get him on steady.

8 Well, they worked him all the way up to the 12 days, and  
9 then he is cut loose.

10 The union feels at this point, does the company hold that  
11 against this man the rest of his life when he admitted to the  
12 company the second day, "I am on parole for strong-armed  
13 robbery"; and they still request him by name.

14 Now, this is wrong, and this is what we always talked about.  
15 This is why I feel the man should be put on and receive whatever  
16 back pay is due since he was cut loose.

17 MR. HOFFMAN: LeRoy, have they hired --

18 MR. NUNES: Every day they hired people out of the hall,  
19 since they cut him loose.

20 MR. LOPES: Every day.

21 CHAIRMAN WILLIAMS: Can we hear from the employer?

22 MR. MORENO: Yes.

23 Jerry came to work for us on September 16, and worked five  
24 days.

25 Now, at the end of five days, since we have had a problem in  
26 the past getting applications made out timely--this was two or



1 three years ago--we have set a local rule that on the fifth day,  
2 under the 13-day clause, on the fifth day an application be made  
3 out by the casual employees.

4 He was asked on the fifth day, which was the 23rd of  
5 September. At that time, he stated that he would rather not make  
6 one out because he had been convicted of a felony; and the fellow  
7 said, "Well, let's see if we can't get the application made out  
8 and run it through the home office and run it through our local  
9 security and see what they come up with"; and he didn't make it  
10 out.

11 They went ahead and worked him up until the ninth day which  
12 is October 5th. At that time, they told him, "We are going to  
13 have to drop you unless you make out this application, and we  
14 will see what we can do."

15 So, he made it out on October 5th, which was the ninth day.  
16 At that time, he was told verbally, according to our new  
17 referral section of the contract, he was told a repeat of what  
18 happened on the 5th, that they were going to have to hold off on  
19 him until they get an okay or a nay on it.

20 So at this point, they verbally told him, "Don't come back,  
21 we won't call you."

22 After the ninth day, he was not called by name. We called  
23 the hall for casual employees by name, but not including Terry's.

24 Now, on the tenth and eleventh day, they did not have the  
25 full complement that we called for by name, and they sent a  
26 substitution. Terry was a substitution both days, and he was



1 again on 12 days; and the twelfth day was in dispute because he  
2 had come in and punched in on the twelfth day.

3 The letter was sent to the union which also was in  
4 accordance with the new contract.

5 CHAIRMAN WILLIAMS: May I ask one question before it slips  
6 my mind:

7 The union makes the statement that he filled out the  
8 application on the second day. Now you say it was the ninth day.  
9 Is this application in the man's own handwriting, and did he  
10 put the date in?

11 MR. MORENO: Yes. The signature is on the back side.

12 (Mr. Moreno handing Mr. Lopes a document.)

13 CHAIRMAN WILLIAMS: Is the date on there?

14 MR. LOPES: Right.

15 CHAIRMAN WILLIAMS: Is this on 10-5-70?

16 MR. MORENO: Right.

17 CHAIRMAN WILLIAMS: And this was the ninth day, according  
18 to your statement, right?

19 MR. MORENO: Ninth day, right.

20 CHAIRMAN WILLIAMS: I wanted that cleared up.

21 Go ahead and continue.

22 MR. MORENO: Incidentally, I think it was on October 7 --  
23 yes, October 7 -- that was the day you did not work for us, but  
24 evidently you were there with the steward and you were told,  
25 verbally at that time, that you were not to return until this  
26



1 thing was cleared up, which was our verbal commitment. I under-  
2 stand that several stewards were there; who the stewards were,  
3 I don't know.

4 CHAIRMAN WILLIAMS: Anything else?

5 MR. NUNES: I would like to state this: The company says  
6 that the man was never called after the ninth day, and that is  
7 not true. Your supervisor, Smitty, requested him on the eleventh  
8 day, by name; and he was told to do it by another teamster  
9 employee who was there. There may be a little confusion on the  
10 date he actually filled this out, but he told them on the second  
11 and third day that he didn't want to fill out the application  
12 for the reason that he was an ex-con, and on parole, and they  
13 kept insisting; so he did fill it out.

14 In the meantime, the employer kept after him because they  
15 wanted to put him to work.

16 Lopes, if you have anything to add, you better add it now.

17 CHAIRMAN WILLIAMS: Where is the supervisor who is supposed  
18 to have done all this?

19 Is he here?

20 MR. MORENO: No, he is not. I have a written statement  
21 from him.

22 MR. NUNES: Sorenson is the first one, Morehouse is the  
23 second, and a fellow by the name of Smitty is the third one who  
24 requested him by name on the eleventh.

25 MR. MORENO: I have a written statement from Mr. Morehouse.

26 CHAIRMAN WILLIAMS: I would suggest that you read that



1 written statement, because there is a lot of confusion here, at  
2 least as far as I am concerned.

3 MR. MORENO: Mr. Lopes was employed by Sea-Land as a casual  
4 dockworker. On October 5th, he was asked to make out an  
5 application, and again on October 7 he was told by me that his  
6 application was being processed by our office in New Jersey and  
7 that they would not be using him until the application was  
8 returned.

9 He was advised not to come to work with Sea-Land, under any  
10 circumstances, until he personally talked to him or sent him a  
11 letter, which I promised him I would do.

12 "In accordance with our local agreement with Local 70, on  
13 October 8, Mr. Lopes responded to a call for a casual at Sea-Land,  
14 and he also came again on October 9. He was informed on October  
15 9 that he wasn't to come to Sea-Land until he heard from me,  
16 personally. A letter was written on Thursday and mailed to the  
17 union not to send Mr. Lopes to Sea-Land again."

18 MR. HOFFMAN: Can I ask the company a question?

19 CHAIRMAN WILLIAMS: Sure.

20 MR. HOFFMAN: When did you send in his application to your  
21 company in New Jersey, and when did you send his application to  
22 your security guard, or whatever it is, in New Jersey?

23 MR. MORENO: It was run into the security department the same  
24 day it was made out.

25 MR. HOFFMAN: And what day was that?

26 CHAIRMAN WILLIAMS: October 5, 1970.



1 MR. MORENO: It was given to our security department here in  
2 Oakland.

3 CHAIRMAN WILLIAMS: According to the letter he read from  
4 the supervisor, the man was told on October 7, which was two  
5 days after this, that his application was being processed back  
6 in New Jersey or something to that effect.

7 MR. HOFFMAN: When did you hear from the office in New  
8 Jersey?

9 MR. MORENO: We heard from them through our security man,  
10 just a few days later. Due to his felony conviction, they  
11 didn't want him on the payroll.

12 MR. HOFFMAN: When was that?

13 MR. MORENO: I can only say a couple of days later. It was  
14 by phone call, not a letter.

15 CHAIRMAN WILLIAMS: If I had this supervisor here, then  
16 we could have rebuttal. What this guy said was that he did  
17 talk to him and when he tried to get him to fill out an applica-  
18 tion, he told him he didn't want to fill out one, then I think  
19 you have got a case. You don't have any as it stands now, Roy.

20 MR. NUNES: Can we hold this over until they get their  
21 people?

22 CHAIRMAN WILLIAMS: I can't render a fair decision when I  
23 can't hear other than what the driver said about what the  
24 supervisor said, and the supervisor doesn't say a word in his  
25 written statement to the company.

26 Something is crosswise here somewhere. Can you have your



1 supervisors here tomorrow?

2 MR. MORENO: Yes.

3 CHAIRMAN WILLIAMS: If I can get at least one of them, I  
4 can get something.

5 MR. NUNES: Get Sorenson. He is the one involved in most  
6 of this.

7 CHAIRMAN WILLIAMS: If I can get the one involved with  
8 this guy, to try to work it out, that would help. I know we  
9 have a lot of them that try to do that, and sometimes the company  
10 policy is such, and that is the part I don't agree with,  
11 because somebody has got to at least take a chance to see whether  
12 they can be a citizen again. I have those parole officers in  
13 my office all the time, and they want me to do this and they  
14 want me to do that, and I try to take care of them.

15 I never had one go bad that I have taken care of; but I  
16 can't rule here on this and give any type of a fair decision  
17 until I have this man's story verified in some way.

18 If you can get a supervisor in here so that we can verify  
19 it, I think we will have a better understanding.

20 MR. NUNES: Can we get Sorenson?

21 CHAIRMAN WILLIAMS: Personally, I would rather hold it over  
22 until tomorrow to get somebody in here.

23 MR. KIRBY: Will you have them in here tomorrow?

24 MR. MORENO: Yes.

25 MR. NUNES: Actually, Morehouse and Sorenson.

26 MR. MORENO: What is the question you want to ask of



1 Sorenson?

2 MR. NUNES: Just have him here. We will have this fellow  
3 tell his story, and Sorenson can tell his story.

4 We would like to have Sorenson here.

5 CHAIRMAN WILLIAMS: I think we are entitled to both sides  
6 of the conversation, that is what I am thinking.

7 We will hold this case over until tomorrow.

8 (Whereupon, at the hour of 5:45 o'clock p.m., the  
9 proceedings of the Special Joint Council #7 Committee were  
10 recessed, to resume at 9:00 o'clock a.m. on Thursday, November  
11 12, 1970.)

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1 CASE NO. 11-70-5602  
2 (Continued)

NOVEMBER 12, 1970

9:15 A.M.

3 LOCAL 70, OAKLAND, CALIFORNIA and  
4 SEA-LAND

5 SPECIAL JC #7 COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 ROY WILLIAMS, Chairman  
8 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

9 APPEARANCES:

10 SOL MORENO, TOM MOREHOUSE and VAN SORENSON appeared on  
11 behalf of the company.

12 ROY NUNES and TERRY LOPES appeared on behalf of Local 70.

13 - - -

14 CHAIRMAN WILLIAMS: We heard this case last night -- or  
15 yesterday evening before we broke up.

16 There seemed to be some varied comments and stories from  
17 both sides, and the employer agreed, after the committee  
18 requested of him to bring you two gentlemen, I thought it was  
19 only one but two is fine, to see if we could get some verification  
20 of some of the conversations that took place here last evening.

21 There was a statement made by the union that this man in  
22 question, on his second day of employment as a casual, was  
23 talked to by one of the supervisors in regards to filling out  
24 an application for employment.

25 At that time, this man stated his record and his problems  
26 with the law and that he didn't really want to fill out an  
application.



1       It seems like on the 5th, or his ninth day, I believe it  
2 was the 5th of the month, according to the application, that  
3 there was one filled out and he was told that you fellows were  
4 going to try to get him on steady, even though he did have this  
5 record of which you mentioned, and in reading the statement from  
6 one of you fellows that was supposed to have been working with  
7 this fellow, it just didn't make any sense to us here. That is  
8 the reason why we asked you to come up here.

9       That brings us up to date as to where we left off, right?

10      MR. HOFFMAN: Yes.

11      CHAIRMAN WILLIAMS: So, Roy, you go ahead and kind of  
12 relate again what the situation is, and then let these fellows  
13 respond.

14      MR. NUNES: Lopes, I want you to go through, from the first  
15 day and the second day, and tell us what was said.

16      Talk up for the court reporter.

17      MR. LOPES: The first day I was dispatched to the Ferry  
18 Street Terminal. That was on Tuesday. The next day I didn't  
19 work, and the second day I was working for Van, for Maritime.

20      MR. NUNES: Who?

21      MR. LOPES: Van Sorenson. He asked me about noon of the  
22 second day, if I'd like to fill out an application, and I told  
23 him, "No, I didn't want to fill out an application."

24      He then asked me again, the same day; and the next day I  
25 told him the reason I didn't want to fill out an application  
26 which was because I got out of the joint three months ago, or at



1 that time it was two months ago. He said he would talk to Mr.  
2 Morehouse about it.

3 Then he came back the next day and I asked him if he talked  
4 to him and he had talked to him out at the coffee wagon.

5 It was a couple of days later that he said that Mr.  
6 Morehouse said it was again the company policy and to tell me  
7 that, but to make sure there was nobody else around when he did  
8 it.

9 So, I said, "Well, what are they going to do, cut me loose  
10 now"; and he said, "No, they are going to let me work for a  
11 while."

12 Then I guess Mr. Morehouse relented, because a few days  
13 later, Van brought me an application and I filled it out and  
14 returned it to him.

15 At the end of the 10 days, Mr. Morehouse said he was going  
16 to send the application back to New Jersey or something, and he  
17 was going to wait until he got word on it before he called me  
18 back; and he also said that I could work maybe 10 days next  
19 month, and maybe a month for a while, if I couldn't get on  
20 steady.

21 I guess it was the same thing I told Van, because he told  
22 me that I could work 10 days next month, too.

23 The next day, my eleventh day, I was requested by Smitty  
24 at Ferry Street, even though Mr. Morehouse said they weren't  
25 going to call me back anymore, and the twelfth day I was dispatch-  
26 ed. At the end of 12 days, they tried to send me home; so I



1 talked to the steward and I called Roy Nunes and he talked to Mr.  
2 Moreno or somebody, because I worked the twelfth day.

3 At the end of the twelfth day, about 10 minutes to 5:00, I  
4 just got off the forklift in front of the Marine Terminal, and  
5 Mr. Morehouse called me to the side and called Van Sorenson over  
6 there, and said, according to the agreement with Local 70, he  
7 is informing me I was unacceptable for employment at Sea-Land,  
8 and he doesn't want me back again, ever.

9 So, I went and told the two stewards, and they went in the  
10 office with me and talked to Mr. Morehouse, and nothing really  
11 came of it because they don't call me back. That was on a Friday,  
12 my twelfth day. They didn't call me back on Monday. They call  
13 four men out of the hall by name, and they said, "Send these  
14 men I called by name, and if they are not there, don't send  
15 anybody."

16 They did this until three or four days, so I couldn't be  
17 dispatched out for the thirteenth day.

18 Mr. Moorehouse said that it was an unfair thing I should have  
19 to continue to pay for something I did five years ago, and he  
20 thought it was an unfair thing and he'd like to get me on if he  
21 could, but he said he was waiting for word from New Jersey.

22 That was the same time he told me if he couldn't get me on,  
23 he'd let me work 10 days a month. That was at the end of the  
24 tenth day.

25 CHAIRMAN WILLIAMS: Are you finished now, Roy?

26 MR. NUNES: Yes.



1 CHAIRMAN WILLIAMS: Do one of you fellows want to lead off  
2 and either deny or substantiate his position?

3 MR. SORENSON: Essentially what he said up to the tenth day  
4 is actually what happened. However, we do have a policy of,  
5 after accepting an application, it has to be sent to our home  
6 office in New Jersey and checked out and so forth; and under the  
7 company policy, we are to wait for the approval before actually  
8 hiring the man. This is why we were waiting or were cutting  
9 Mr. Lopes off at 10 days and waiting for the approval.

10 Now, the reason after this is that we both talked to Mr.  
11 Lopes and explained that this is why we were not able to let him  
12 work any more in that month, and I had the understanding that he  
13 realized what position we were in, or I was in, and would not  
14 push the matter and try to sneak in the next three days.

15 I don't know whether he was called on the eleventh day or  
16 not, because that's a different terminal. I do know I told him  
17 not to come back unless I called him back, and he came back on  
18 the twelfth day without being called, and this is actually the  
19 reason we felt he was unacceptable.

20 If a man can't follow the order, or understand the position  
21 that I am in, then I don't think he would be a good employee.

22 MR. MOREHOUSE: To back up, for a moment, when we went  
23 through negotiations of our contract, we talked about our problem  
24 being the terminal on the West Coast, with our corporate offices  
25 on the East Coast. The consensus of opinion was that we couldn't  
26 get our applications processed for new employees within the 13-



1 day period, that these people would attain seniority, and it was  
2 resolved by Roy Nunes and the other people in the negotiations  
3 that if you had a man you thought would possibly be acceptable  
4 for work, that all you had to do was tell him: We are process-  
5 ing your application and it may be 30 to 60 days, depending  
6 on what the corporate office does, and during that time we do  
7 not want you to come back to work until we have verification of  
8 your application. This was what was acceptable to all.

9 When Mr. Lopes came to work for us, the standard company  
10 policy was to make out an application.

11 He refused.

12 The second day we asked him again, and he said that he had  
13 a job lined up on Friday and there was no sense to make out an  
14 application.

15 The following Monday or Tuesday he said that the job hadn't  
16 worked out, that he didn't like the job he was going to go on,  
17 and we said, "Well, make out an application now."

18 He still refused, and finally on October 5th he made out  
19 the application.

20 On Wednesday, the 7th, I guess it would be, I told Mr.  
21 Lopes of our agreement in the negotiating of the contract, that  
22 in fact I thought he had paid his debt to society, but it was  
23 a company rule to process the application, and that I could do  
24 nothing more until I got verification, one way or the other,  
25 from our corporate office.

26 I told him I would phone him, one way or the other, on the



1 outcome of this application, and in the meantime he was not to  
2 come to work until he heard from me, personally; and he said,  
3 "Okay, fine."

4 The next day, and we have one seniority list but two  
5 terminals, the fellow at the terminal did call for Mr. Lopes,  
6 and he did work that Thursday.

7 The following day we called for casuals, because our work-  
8 load still happened to be heavy, and the named people we asked  
9 for were not available at the hall. At that point, we were  
10 thinking of taking on some new employees. We had seen quite a  
11 few casuals, and Van asked the dispatcher to send us new people;  
12 that is people who had not worked at Sea-Land before.

13 We wanted the best employees in the company, and we wanted  
14 to look at the whole spectrum of the market before we made our  
15 choice.

16 That morning Terry showed up, and I said, "Terry, I told  
17 you that I would call you when your application has been  
18 processed"; and he said, "Well, you didn't call me by name, and  
19 I am here to work."

20 After some discussion and conversation, he was put to work.  
21 I told him that afternoon, and I reiterated the company  
22 policy, I told him at that point that I did not want him to come  
23 back to work, and we had made a gentlemen's agreement. I had  
24 taken quite a bit of time with Terry to tell him what our standard  
25 is, and he refused to abide by that for two days.

26 On this point, Van and I are in agreement.



1        If a man can't do something that is asked of him, and  
2        agrees on it one day and changes his mind the next day, and then  
3        he tries to slip in; and I understand people want to work steady,  
4        and we want steady workers; but I don't think this is the proper  
5        way to get a job for an employee.

6        At that time, I made the decision that Mr. Lopes would not  
7        be a good employee, as far as we at Sea-Land in Oakland was  
8        concerned, because of the actions after this agreement.

9        Then, in the afternoon the steward came in and said, "What  
10       are you doing, on twelve days you have got to give him the  
11       thirteenth day." I told the steward what had happened in our  
12       agreement, and they were in the negotiations with us.

13       There was no comment, and at that time that was the end of  
14       it.

15       CHAIRMAN WILLIAMS: Anything else?

16       MR. NUNES: I would like to rebut on some of the statements  
17       made here.

18       I don't know where Mr. Morehouse gets the opinion that the  
19       local union said it would run a man and knock him off until you  
20       get the application back. You can do this if you work him one  
21       or two days and take his application, but not when you work him  
22       up to 11 days and you are calling him out of the hall by name.

23       Now, you said you sat in on the negotiations, and I am quite  
24       sure that that wasn't said; if you call a man up to 10, 11, 12  
25       days, you are stuck with him. If you continue to hire casual  
26       people out of the hall, you are to get that application within a



1 five-day period. So that the man at that time knows that his  
2 app is in. This isn't the procedure that you carried out.

3 Second, yesterday the company said that the man wasn't  
4 requested by name. Now, here's a supervisor that says this man  
5 was requested by name on the eleventh day, and on the twelfth  
6 day, the company admits they called the hall and the people they  
7 called by name weren't there, and this man was legitimately  
8 sent out from the hiring hall list for that twelfth day.

9 MR. NUNES: Also, Mr. Morehouse, you don't use a man 10 days,  
10 and then you say "because your app. doesn't go through, we will  
11 use you 10 days next month, if he is not good enough to be used  
12 as a casual.

13 His whole application was turned down on the basis that the  
14 man was out of prison and on parole.

15 Now, you cannot use him 10 days one month and 10 days the  
16 next month and not give him seniority.

17 MR. MOREHOUSE: To reiterate my statement, the fellow was  
18 not to be put to work until the application was processed through  
19 our corporate office.

20 MR. NUNES: Fine. But you better do it within --

21 CHAIRMAN WILLIAMS: You got your chance to argue before you  
22 got here, I will do the arguing now.

23 MR. MORENO: May I make a statement?

24 CHAIRMAN WILLIAMS: Sure, if the other man is done. We  
25 don't care who talks.

26 MR. MOREHOUSE: Yes, I am done.



1 MR. MORENO: Okay. This is in the form of an argument, Roy,  
2 that he was asked on the fifth day to make an application and  
3 refused, and it wasn't made out until the 5th of October or the  
4 ninth day. He was asked on the fifth day to make it out, and  
5 he refused.

6 In answer to your number one question -- or your number two  
7 question, I did confirm with Ralph Smith last night that Terry  
8 was called on the eleventh day by name; and this is kind of the  
9 way I look at it, it was a 50-50 mistake. We should have checked  
10 with the other terminal.

11 Smitty was unaware of the fact that he wasn't to be called.  
12 In fact, his name didn't even enter into Smitty's mind the  
13 morning he called Bill at the dispatch office or at the hiring  
14 hall; and when we were on the phone, he called a number of men  
15 by name, they were out.

16 At that time, another Teamster came in and said, "Here is  
17 another man you can use," and it happened to be Terry. Smitty  
18 completely forgot about it, and picked it up and read Terry's  
19 name off, and they did pick him up on the eleventh day.

20 This could be considered a little bit of subterfuge,  
21 because the name originally came from the steward who was trying  
22 to get Terry into here. So, up to the ninth day, we had called  
23 him by name and we felt that, as Tom said, that he had paid  
24 his debt to society and we were trying to get the guy a good  
25 shot and it backfired.

26 CHAIRMAN WILLIAMS: Anything else?



1 MR. MORENO: That's about it.

2 MR. NUNES: Yes, one last final thing.

3 There's a man that you have hired, and this is what is  
4 really eating at my mind; what took so long with Terry Lopes'  
5 application to go back to your home office, yet you hired a man  
6 after him that was actually hired before him. Did this man fill  
7 out an application?

8 Who is the man?

9 MR. LOPES: R. L. Smith. He was in the tenth and eleventh  
10 day, and I was in on the tenth. As a matter of fact, Van said,  
11 "Send R. L. Smith."

12 MR. MOREHOUSE: When was the application made out, Terry?

13 MR. LOPES: A few days before mine.

14 MR. MOREHOUSE: Did he ever work for Sea-Land before?

15 MR. LOPES: Never before.

16 MR. MOREHOUSE: I don't know the situation.

17 MR. MORENO: The application was made out before yours?

18 MR. LOPES: Yes.

19 MR. NUNES: The last and final thing is that the company  
20 knew the man had a record at that point, and if they knew it,  
21 it was the second day.

22 MR. MORENO: Isn't it worth the effort to give the guy a  
23 try, rather than just kick him out of the door?

24 This is the way we feel about it.

25 MR. HOFFMAN: The only thing I am trying to figure out is on  
26 the fifth day when you told him he had to fill out an application.



1 and at that time he wouldn't fill it out until October 5th, or  
2 the ninth day, or whatever, why did you re-hire him after the  
3 fifth day when he refused to fill out the application?

4 That part I don't get, especially knowing what his record  
5 was and saying on the second day that he told you what his  
6 problem was?

7 MR. SORENSON: Here's the story that he told me, he said  
8 that he had another job lined up and all he wanted to work was  
9 a few days to fill out the week, and that he had actually had  
10 another job through the union hall lined up at some other company  
11 and that he was to start the next Monday.

12 MR. HOFFMAN: That was on the second day?

13 MR. SORENSON: Yes, this is right off at the beginning.

14 MR. HOFFMAN: And he told you on the second day about the  
15 problem that he had?

16 MR. SORENSON: No. He just told me he had another job  
17 lined up, and all he wanted to do was work a few days.

18 MR. LAWLOR: I think that is the area of conflict. Have  
19 somebody elaborate on that.

20 Mr. Lopes, if I understand what you said, you said that on  
21 the second day you worked, you went to the Maritime Terminal  
22 which is the first time you were at the Maritime Terminal, and  
23 at that point you refused to make out an application, is that it?  
24 You gave him an application and he told you why he wouldn't fill  
25 it out?

26 MR. MOREHOUSE: He refused the first day at Ferry Street



1 with us. We don't know why he refused.

2 MR. LAWLOR: He said he told you why.

3 MR. SORENSON: Not until a few days later.

4 MR. LAWLOR: You don't agree with that?

5 MR. SORENSON: Right.

6 MR. LAWLOR: He worked that day, the following day, and  
7 then came back the following Monday or a few days after that,  
8 and on the fifth day of employment is when you then gave him  
9 another application; and is that when he refused to fill it out  
10 because of his past record?

11 MR. MOREHOUSE: That's correct.

12 MR. LAWLOR: And then he finally filled one out on the  
13 ninth day of employment, which was October 5th?

14 MR. MOREHOUSE: Yes.

15 MR. LAWLOR: Well, you see the whole conflict here is on  
16 the second day when you asked him.

17 I can understand the employer's position when he just  
18 refused and gave no reason at that time, other than the fact  
19 that he thought he had another job and was going to work on  
20 Monday.

21 The next day when he did come back to work for them, he  
22 was asked again to fill it out.

23 Prior to filling it out, is when he had the conversation  
24 with the employer and told him of the problem and the reasons  
25 for not wanting to fill it out. Now, this can be a day or two  
26 in between there.



1 Now, the only reason why I think the employer wouldn't have  
2 anything to go on at all is that they knew their company policy  
3 at that time when he told them what his problem was.

4 I don't know what gave them the idea that maybe they could  
5 get it through; and at that time, when he told them what the  
6 problem was, he should have never worked another day, knowing  
7 your company policy; with the exception of them at least having  
8 some idea that they could secure steady employment through some  
9 other avenue.

10 But off the record, now.

11 (Remarks outside the record.)

12 CHAIRMAN WILLIAMS: Anything else anyone wants to say?

13 Let's excuse the parties.

14 (Executive session.)

15 CHAIRMAN WILLIAMS: This case is settled and withdrawn,  
16 with the understanding that the man involved will work as a  
17 casual on a day-to-day basis, with the understanding that after  
18 three to six months, they will review it and try and work out  
19 steady employment for the man.

20 MR. KIRBY: Second.

21 CHAIRMAN WILLIAMS: The motion is carried.

22 (Whereupon, the parties returned to the hearing room, and  
23 the motion was read by the reporter.)

24 (The fee is split between the parties.)

25

26



1 CASE NO. 11-70-5653

NOVEMBER 12, 1970

10:21 A.M.

2 LOCAL 85, SAN FRANCISCO, CALIFORNIA and  
3 PACIFIC MOTOR TRUCKING.

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
7 FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

8 Sergeant-at-Arms: ROY NUNES

9 APPEARANCES:

10 RICHARD BROWN and RICHARD MENZIES appeared on behalf of  
the employer.

11 TOM ANDRATE, DAN FLANAGAN and BOB ORTIZ appeared on behalf  
12 of Local 85.

13 - - -

14 MR. ANDRATE: Which one is that?

15 CHAIRMAN WILLIAMS: You have got two of them.

16 MR. HOFFMAN: Employees on the 4:00 to 12:00 and 12:00 to  
8:00 a.m. shifts were being paid at a one and one-half rate.

17 MR. ANDRATE: Gentlemen, PMT, for the last ten years that I  
18 know of, have paid their swing shift and their graveyard shift  
19 at time and one-half for their hostlers to spot against houses  
20 such as Acme, Western Cartage and so forth.

21 The way it was broken down is, this was agreed between  
22 George Helwick and myself, who is still employed by the company;  
23 however, he is not in this area anymore, and he is across the Bay.

24 On the delivery of vans to M.S.A., Western Cartage, Acme,  
25 et cetera, on three vans, one man received time and one-half;  
26 four vans, two men received time and one-half; seven vans or more,



1 three men received time and one-half.

2 This method is used on both shifts, the 4:00 p.m. to Midnight  
3 shift and the Midnight to 8:00 a.m. shift.

4 The company took the position that since the agreement  
5 came into effect where we have bidding that they are only going  
6 to pay one man, regardless of how many vans he has got to pull.  
7 They want to turn around at their own discretion, for instance  
8 if they have eight vans and need another man, they want to  
9 turn around and put that man on; where before, this was agreed  
10 between the company and hostlers that were working on these two  
11 particular shifts that if there was, as I just stated and I  
12 don't want to repeat myself --

13 CHAIRMAN WILLIAMS: Let me see if I understand this, on  
14 four vans, one man gets time and one-half if he moved four  
15 vans. If you have got the fourth one, the other man gets time  
16 and one half and then you can move up to seven; and then if you  
17 move more, then the third man gets time and one-half, is that  
18 what you are saying?

19 MR. ANDRATE: That is correct.

20 Now, they are still paying the time and a half, but what  
21 they are doing now is paying the time and a half to one man,  
22 regardless of whether he moves one van or whether he moves ten  
23 vans in that eight-hour shift.

24 Now, I don't know, gentlemen, whether this is Maintenance of  
25 Standards or Past Practice or whether it is in another article  
26



1 in our agreement. Anything that guy gets over and above the  
2 contract, you can no longer take it away from him.

3 So, this is, in essence, the way that it is broken down,  
4 and this is, in essence, our case.

5 MR. HOFFMAN: How long have they been doing that?

6 MR. ANDRATE: To my knowledge, Fred, for the last ten years.  
7 Up until the time the agreement -- well, up to the time the agree-  
8 ment came into effect. They didn't stop it right there, and  
9 then, they stopped it when the barn went up to bid, when the  
10 bid became valid; then they turned around and stopped it.

11 MR. LAWLOR: Can I ask a question?

12 Tom, when you have four vans, which would qualify two  
13 people, did they use two people to do the work?

14 MR. ANDRATE: It didn't make any difference. The reason  
15 why they done this is because at that time, more so than now,  
16 they have quite a bit of pig traffic.

17 What they wanted to do was get the pig to Charlie Lawlor  
18 and San Francisco before 8:00 o'clock, so they turned around  
19 and they set this thing up with the union.

20 CHAIRMAN WILLIAMS: All right. Can we hear from the  
21 employer?

22 MR. MENZIES: I would like to read this first of all:

23 It has been a practice at PMT, as Tom stated, before the  
24 effective date of the new contract to pay swing shift and  
25 midnight shift hostlers' time and a half for the spotting of  
26 trailers consigned to freight foward companies. The practice was



1 that the first three trailers spotted would constitute one  
2 hostler being paid at the time and a half rate.

3 If a fourth trailer was spotted, a second hostler was paid  
4 the time and a half rate.

5 If a seventh trailer was to be spotted, a third hostler  
6 would receive time and a half.

7 Now, we only had three people working at that time, and  
8 of course, in most cases, they would all be on time and a half,  
9 because we have enough trailers with spotting, anywhere from  
10 10 to 30 trailers a night during this time.

11 However, if they didn't spot any trailers, or there was  
12 nothing on the train, they would be paid at their normal rate,  
13 plus 10 percent.

14 They did not put in for time and a half unless they so  
15 spotted a trailer.

16 CHAIRMAN WILLIAMS: In other words, if there was no trailers  
17 to spot, the people just worked and received the 10 percent  
18 differential?

19 MR. MENZIES: Correct.

20 This practice has been stopped since the new contract came  
21 into effect.

22 We are now paying one man on either shift to spot freight  
23 forwarders, regardless of how many trailers.

24 However, on Sunday night, we have made, or we have agreed  
25 to use two men, because it usually is a very heavy night, and  
26 there are anywhere from 10 to 15 to 20 trailers on that night,



1 only.

2 We feel it is a past practice, because of the new contract  
3 being null and void.

4 Article 60-Past Practices of the Joint Council 7 Local Pickup  
5 and Delivery Supplement which states: "Within 60 days of the  
6 issuance of this supplemental agreement to the effected unions  
7 and employers, all past practice mutually agreed to shall be  
8 reduced to writing and signed by said employer and local union.  
9 Failure of the parties to comply with this requirement shall  
10 resulted in the alleged practices becoming null and void. Any  
11 and all existing written agreements will be subject to renewal  
12 approval in writing by both parties within this 60-day period."

13 I would like to say also that these freight forwarders  
14 are within five minutes of our terminal, all of them. One man  
15 can easily do the job in a half hour, and he can spot 10 trailers  
16 without any trouble at all.

17 It is an added expense, and unnecessary, and the contract  
18 in my opinion states so.

19 MR. BROWN: I might further state that when this practice  
20 was going on, we would average anywhere from 30 to 40 to 50  
21 trailers, but planned forward. Now we are averaging anywhere  
22 from 4 to 12 trailers a night, except on Sunday night where we  
23 may get 30 trailers.

24 But, our business has dropped off better than 70 to 75  
25 percent on that particular shift.

26 CHAIRMAN WILLIAMS: Did I understand this gentleman here



1 to say that you are still paying one man?

2 MR. MENZIES: We are paying the man if -- yes.

3 CHAIRMAN WILLIAMS: I will take that into consideration  
4 because of your previous statement; but on Sunday night, which  
5 you say is your heaviest, you agree to pay two?

6 MR. MENZIES: We are paying two, yes.

7 CHAIRMAN WILLIAMS: But, you were paying three or whatever  
8 it was, but under this new arrangement you said it was set up  
9 based upon your Article 60, and you are still agreeing to pay  
10 one every night when he does it?

11 MR. MENZIES: Yes, when he does it.

12 CHAIRMAN WILLIAMS: But on Sunday night you are going to  
13 pay two time and a half when they do it?

14 MR. MENZIES: Yes.

15 MR. KIRBY: In other words, you are going by the contract?

16 MR. MENZIES: Right.

17 MR. KIRBY: Have you reduced any practices to the union  
18 into writing?

19 MR. BROWN: No.

20 MR. KIRBY: Have there been any reasons to you to reduce  
21 it to writing?

22 MR. BROWN: No.

23 MR. LAWLOR: So you haven't refused to?

24 MR. MENZIES: No.

25 MR. LAWLOR: How many men did you have when running these  
26 40 or 50 trailers? You mentioned you usually only had three men



1 in this crew. How many men were being paid time and a half at  
2 the maximum?

3 MR. BROWN: Three.

4 MR. LAWLOR: This didn't go 3, 4, 7 or 10, and three men  
5 were the maximum men you paid if those three men were able to  
6 spot?

7 MR. BROWN: If we had 20 trailers, we still paid three men.

8 CHAIRMAN WILLIAMS: Tom, do you want to talk?

9 MR. ANDRATE: First of all, I would like to straighten out  
10 some of the statements made here by the employer, that one man  
11 always got the time and a half. That was his job. He didn't  
12 have to pull doubles or he didn't have to pull to the house. He  
13 was on time and a half. This was his job, period. This is why  
14 it was set up. They had one man on time and a half. If they  
15 had three trailers, the fourth one became the second man,  
16 because they wanted to get it to the customer.

17 Secondly, let me say to the panel here that the union has  
18 filed a petition for Past Practice with the company, Local 85  
19 has. You must understand that we have two business agents  
20 directly covering PMT. That is the one man in San Jose and the  
21 one man up here in San Francisco. There are three men up here  
22 now that we have one seniority list for the two terminals.

23 The Past Practice was turned around and signed, or was  
24 applied for, by Mr. Baker, who is a business agent of Local 85.  
25 What held up the Past Practice in this came out that we hadn't  
26 signed, and this was due to the fact that the mechanics of the



1 bid were so fouled up that both the union and the company waived  
2 the 30 days or the 90 days on the Past Practice.

3 MR. LAWLOR: 60 days.

4 MR. ANDRATE: Like I said, one man always got paid time  
5 and a half. This is something, gentlemen, that the company  
6 suggested to the union to get their work out.

7 Yet, today, right this morning, and I have got a shop  
8 steward, Mr. Ortiz, who will say that the company is still doing  
9 this, only in the reverse. Let me show you how they are doing  
10 it.

11 Roy Williams is top man. He gets time and a half. He is  
12 on time and a half. I am number two, so I put in a claim for  
13 time and a half. They refuse my time and a half; and then  
14 tomorrow night I turn around and I get paid the time and a half.

15 Mr. Roy Williams puts in, because he is the top man, he  
16 puts in for time and a half, and they turn down his claim.  
17 In other words, the company is saying today: I don't care how you  
18 do it, but I am only going to pay one man tonight. If you  
19 people want to divide it amongst yourselves, it is perfectly  
20 all right with us as long as we get the work out.

21 This is the reason why we did agree to this document with  
22 Mr. Helwick and PMT, and the union.

23 Am I right or wrong, Bob?

24 MR. ORTIZ: You are right, Tom.

25 MR. ANDRATE: So, maybe I don't know anything about this  
26 business --



1 MR. LAWLOR: Could I see that agreement you are talking  
2 about? You don't have the copy of the agreement Mr. Baker made  
3 to renew this?

4 MR. BROWN: I don't think Mr. Baker ever attempted to renew  
5 it.

6 MR. KIRBY: Is Mr. Brown your Terminal Manager?

7 MR. BROWN: Yes.

8 MR. KIRBY: Have you ever been presented with any document?

9 MR. BROWN: No.

10 CHAIRMAN WILLIAMS: Maybe I misunderstood you, but did you  
11 bid the way they were trying to get them arranged, the 60 days  
12 or 30 days or whatever Tom said, which was waived by agreement  
13 with both parties, until they could get this straightened out?

14 MR. BROWN: Yes, that is right, at one of our monthly  
15 meetings.

16 CHAIRMAN WILLIAMS: But you have no objection now of sitting  
17 down, after he has submitted to you the Past Practice, to talk  
18 about it with the union, do you?

19 MR. BROWN: No.

20 CHAIRMAN WILLIAMS: Since you both agreed to waive the 60  
21 days, is what I am saying, you are still open to discuss the  
22 Maintenance of Standards or Past Practice with the union on  
23 submission of these past practices by the union, is that right?

24 MR. MENZIES: That's correct.

25 CHAIRMAN WILLIAMS: That's what I was trying to get out,  
26 because I didn't want to use the flat 60 days. No one had



1 complained since there was a mutual agreement and you were still  
2 open for discussion.

3 Anything else?

4 MR. MENZIES: Yes. I would like to say this, and Tom stated  
5 about rotating the time and a half, I have had these drivers in  
6 and talked to them and they have agreed to do this. We don't  
7 care if they want to rotate the time and a half; or the man that  
8 goes out that night is maybe the top man, then the next night  
9 the second man, if there is work or if there are trailers to be  
10 spotted; but if there are none, nobody will get time and a half.  
11 But, if there are 10 trailers, one man will spot 10 trailers.

12 MR. LAWLOR: Did you bid this job?

13 MR. BROWN: The 4:00 to Midnight and the ramp job, yes.

14 MR. LAWLOR: At time and a half, or did you have a specific  
15 category?

16 MR. BROWN: No.

17 CHAIRMAN WILLIAMS: I want to ask the employer one question  
18 off the record.

19 (Remarks outside the record.)

20 MR. ANDRATE: Your bids at PMT have not been concluded to  
21 the satisfaction of everyone involved, the company as well as  
22 the union.

23 In fact, right now, the union and the employer are trying  
24 to turn around and see if we can find some sort of a way,  
25 together, to eliminate the bid completely. This would be both  
26 satisfactory to the union and the employer. You asked a question,



1 and this is the only way I can answer it.

2 CHAIRMAN WILLIAMS: In other words, what you are saying,  
3 Tom, is that if you two can mutually agree at the terminal you  
4 represent that this can be handled without using the bidding  
5 procedure under the contract, this is what you are exploring,  
6 is that right?

7 MR. ANDRATE: Yes.

8 CHAIRMAN WILLIAMS: I assume if such an agreement is reached,  
9 it will be in writing, so that we know what we are talking about.

10 MR. ANDRATE: In fact, Roy, this would be a rider between  
11 the union and the employer, and it would have to go to the  
12 Western Conference, wouldn't it?

13 CHAIRMAN WILLIAMS: Sure. You can call it a rider if we  
14 have an understanding on working out the so-called Past Practice  
15 and so forth. It can be incorporated in that document, then  
16 it becomes a part of the agreement for that company only.

17 All right. I think we have heard enough.

18 MR. ANDRATE: Roy, please, if I may -- then I will go.

19 I want to clear up a question that was asked Mr. Menzies,  
20 and he answered in the affirmative on one part and turned  
21 around and jumped off the deep blue end on the other part; and  
22 he is saying the same thing that I said here.

23 Now, they have got one person out there that is the time and  
24 a half man. If the guy has got ten vans, or whatever it is,  
25 and I turn around and I help him that particular night, I don't  
26 get paid because the employer has not told me to help him, but



1 they are all hostlers, see?

2 Now, changing the other thing where tomorrow I will get it  
3 and the other guy won't get that, they don't care how we do it  
4 as long as they get their vans out. That is what this is  
5 supposed to be.

6 MR. BROWN: Going back to this piece of paper, I think when  
7 this was made up, and you said it was made up by George Helwick  
8 and Tom Andrate, and I would like to repeat that when our ramp  
9 was working the Midnight to 8:00 crew, we were handling 75 to  
10 100 trailers.

11 Today, we don't have a 4:00 to Midnight crew. On the  
12 Midnight crew, we are lucky if we have 8 to 10 trailers at night,  
13 including the Plan II trailers coming in. In the old days,  
14 this used to be a good thing because we had so many trailers to  
15 handle, including the Plan II's that we had to use maybe three  
16 guys to do this; but today, with 8 or 10 trailers, we don't  
17 need three people to spot trailers because we don't have the  
18 Plan II's.

19 In fact, they are only working a maximum of three hours a  
20 night, three people on the ramp.

21 CHAIRMAN WILLIAMS: Anything else?

22 Excuse the parties.

23 (Executive session.)

24 CHAIRMAN WILLIAMS: The claim of the union is denied, and  
25 it is recommended by the committee that the parties, immediately  
26 or as soon as possible, sit down and reduce into writing their



1 Past Practice in compliance with the current contract.

2 MR. KIRBY: Second.

3 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
4 "Aye."

5 Those opposed?

6 The motion is carried.

7 (Whereupon, the parties returned to the hearing room, and  
8 the motion was read by Chairman Williams.)

9 (The union will pay the fee.)

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1 CASE NO. 11-70-5654

NOVEMBER 12, 1970

10:50 A.M.

2 LOCAL 85, SAN FRANCISCO, CALIFORNIA and

3 PACIFIC MOTOR TRUCKING

4 SPECIAL JC #7 COMMITTEE

5 UNION COMMITTEE:

EMPLOYER COMMITTEE:

6 ROY WILLIAMS, Chairman  
FRED HOFFMAN

GORDON KIRBY  
CHARLES LAWLOR

7 Sergeant-at-Arms: ROY NUNES

8 APPEARANCES:

9 RICHARD MENZIES and RICHARD BROWN appeared on behalf of  
10 the employer.

11 TOM ANDRATE, DAN FLANAGAN and BOB ORTIZ appeared on behalf  
of Local 85.

12 - - -

13 MR. ANDRATE: We had a case go before the Joint Council 7  
14 on the 15-minute coffee break. The employer was paying these  
15 people time and a half as overtime, that is a half an hour over-  
16 time at time and one-half. The decision that was made in the  
17 Joint Council 7 hearing was that the employer must continue  
18 paying these three people as they had in the past.

19 The company was paying them.

20 Then, everybody turned around and started to say: Well, I  
21 used to get it and I also want to get it; so the company  
22 turned around and stopped everybody from getting paid the half  
23 hour at time and one-half.

24 This is a document from the fellows that claimed they were  
25 getting it at the pig ramp, and so on.

26 I don't know whether we are going to be able to get it for



1 these fellows or not.

2 The first filing, if I recollect correctly, was filed on  
3 behalf of three individuals, and that decision was made that  
4 the company continue paying these three people.

5 I say that the company didn't have any right to turn around  
6 and stop these three people from getting paid, just because 15  
7 other guys now put in the claim for the same thing.

8 In essence, Bob, this is what it is, isn't it?

9 MR. ORTIZ: It was two men who were getting it on the  
10 swing shift. They worked on the coffee break to get the vans  
11 on the road or hooked up or what-have-you; so rather than take  
12 their coffee break, they would work through the coffee break  
13 and after 12:00, they would put down a half hour lunch. The  
14 company agreed to this for the two people. Now, more people  
15 were added to the swing shift, and they also put a claim in for  
16 the half hour, which the company denied.

17 CHAIRMAN WILLIAMS: Are you the steward?

18 MR. ORTIZ: Yes.

19 CHAIRMAN WILLIAMS: Off the record for just a moment.

20 (Remarks outside the record.)

21 CHAIRMAN WILLIAMS: Let the employer present his case.

22 MR. MENZIES: The two people we are talking about was on the  
23 case heard by the Joint Council 7 in Case No. 5425. This was on  
24 4-16-70.

25 The decision was if Hanson and Pryor, the two named people,  
26 worked until 12:00 Midnight, they shall be paid eight hours straight



1 time at the one and one-half hour overtime rate of pay.

2 That is for two people.

3 Since that time, we have bid every job at the terminal.  
4 The job descriptions were on each bid; so that we feel as long  
5 as they have bid two different jobs and have a description of  
6 that job, whatever job they had before, it wouldn't apply.

7 It is also a fact that these other people, since the bidding  
8 and since we added new hostlers on the shift, they have also  
9 been putting in claims for no coffee break; however, they have  
10 been taking their coffee break, in fact everybody has, and we  
11 feel that because of the new bidding and the past practice--

12 CHAIRMAN WILLIAMS: Are the two people that the Joint  
13 Council awarded this half hour to, are they still employed?

14 MR. BROWN: Only one is at our terminal; the other is at  
15 Redwood City.

16 CHAIRMAN WILLIAMS: Is that also your terminal?

17 MR. BROWN: Ready Polaris.

18 MR. HOFFMAN: You have one seniority list?

19 MR. BROWN: Yes.

20 CHAIRMAN WILLIAMS: I thought we were talking about two.

21 MR. MENZIES: In Article 47, Section 1, it states: "All  
22 employees shall be allowed to take a coffee break during the  
23 first half of any shift and a coffee break during the second  
24 half of any shift. House rules regarding the time for such  
25 breaks shall be mutually agreed upon between the employer and  
26 the secretary or other fulltime employees of the union.



1 For example, in a day shift operation, the coffee break shall  
2 be taken approximately midway in the first and second half of  
3 the shift."

4 I would like to say again that it says here, "shall be taken".

5 MR. LAWLOR: Would either of these three people have had  
6 enough whiskers for the job before?

7 MR. MENZIES: No.

8 One of them would not.

9 MR. LAWLOR: Which one?

10 MR. MENZIES: Pryor would.

11 MR. KIRBY: He is still on the job?

12 MR. MENZIES: He bid back onto the hostling job on the swing  
13 shift.

14 MR. LAWLOR: Hanson would not have the whiskers?

15 MR. ANDRATE: He would still have the same hour bid.

16 MR. KIRBY: He has the same hour bid, but at a different  
17 terminal.

18 MR. BROWN: The 4:00 to Midnight hostler at Redwood City,  
19 for years, has taken a coffee break.

20 CHAIRMAN WILLIAMS: We are not quarrelling about people  
21 taking their coffee break. They shall take their coffee break  
22 and you certainly don't dock them when they take it; but we are  
23 only talking about here, a previous decision reached, and we  
24 have to determine whether the jobs now being bid would warrant  
25 you to take away that half hour.

26 That is what this committee has to do. We are not quarrelling



1 about the coffee break.

2 MR. KIRBY: The men were still on the shift they had prior  
3 to this?

4 MR. MENZIES: The same shift, but one was in Redwood City.

5 CHAIRMAN WILLIAMS: Excuse the parties.

6 (Executive session.)

7 MR. KIRBY: I move, Mr. Chairman, that the decision in  
8 Joint Council 7 in Case No. LD 5425 still stands, and the claim  
9 for all other personnel is denied.

10 MR. HOFFMAN: Second.

11 CHAIRMAN WILLIAMS: All those in favor, signify by saying  
12 "Aye."

13 Those opposed?

14 The motion is carried.

15 (Whereupon, the parties returned to the hearing room and  
16 the motion was read by Chairman Williams.)

17 (The fee is paid by the company.)

18 (Whereupon, at the hour of 11:06 o'clock a.m., the  
19 proceedings of the Special Joint Council #7 Committee were  
20 concluded.)

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